

The Gazette of India



PUBLISHED BY AUTHORITY

No. 50] NEW DELHI, SATURDAY, DECEMBER 16, 1961/AG RAHAYANA 25, 1883

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 5th December, 1961 :—

Issue No.	No. and date	Issued by	Subject
293-A	S.O. 2854-A, dated December, 1961.	2nd Election Commission, India.	Calling upon the elected members of the Legislative Assembly to elect a person to fill the vacancy caused by the death of Shri Atindra Nath Bose.
	S.O. 2854-B, dated 2nd December, 1961.	Do.	Appointing dates on the election referred to above, S.O. No. 2854-A).
	S.O. 2854-C, dated 2nd December, 1961.	Do.	Designating the Secretary, West Bengal Legislative Assembly, Calcutta, to be the Returning Officer for the election referred to in S.O. 2854-A above.
	S.O. 2854-D, dated 2nd December, 1961.	Do.	Appointing the Secretary, West Bengal Legislative Assembly, Calcutta, to assist the Returning Officer, in the election referred to in S.O. 2854-A above.
	S.O. 2854-E, dated 2nd December, 1961.	Do.	Fixation of hours in the election referred to in S.O. 2854-A above.
294.	S.O. 2855, dated 4th December, 1961.	Ministry of Food and Agriculture.	Amendment in S.O. 1356, dated the 9th June, 1961.

Issue No.	No. and Date	Issued by	Subject
295.	S.O. 2856, dated 5th December, 1961.	Election Commission, India.	Designating the names of the Constituency and Returning Officers by the Election Commission in Consultation with the Government of Maharashtra.
296.	S.O. 2857, dated 5th December, 1961.	Ministry of Information and Broadcasting.	Approval of films specified therein.
	S.O. 2858, dated 5th December, 1961.	Do.	Approval of films specified therein.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 1st December 1961

S.O. 2920.—In exercise of the powers conferred by sub-section (1) of section 13C of the Representation of the People Act, 1950, the Election Commission hereby appoints, in addition to the officers appointed *vide* its Notification No. 429/18/61, dated the 12th September, 1961, Shri S. L. Das Gupta, Sub-Treasury Officer, Sonamura, as Assistant Electoral Registration Officer for Tripura West Parliamentary Constituency.

[No. 429/18/61.]

By Order,

PRAKASH NARAIN, Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 9th December 1961

S.O. 2921.—In pursuance of clause (a) of section 2 of the Diplomatic and Consular Officers (Oath and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri A. C. Alexander, Registrar in the Embassy of India, Bangkok, to perform the duties of a Consular Agent with immediate effect.

[No. F. 6(1)Cons./61.]

P. H. DESAI, Under Secy.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 4th December 1961

S.O. 2922.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and of all other powers hereunto

enabling, the President after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, hereby makes the following rules to amend the Fundamental Rules, namely:—

1. These rules may be called the Fundamental (Amendment) Rules, 1961.

2 In the Fundamental Rules:—

- (a) In clauses III(a) and IV of each of the rules 45-A and 45-B, after the word "leased" occurring therein, the words "and requisitioned" shall be inserted;
- (b) after sub-clause (c) of clause IV of each of the rules 45-A and 45-B, the following sub-clauses shall be inserted, namely:—
 - "(d) When rent has been recovered short through an error in calculation of standard rent or through mistake or inadvertance, the Government servant shall pay the deficiency on demand made within 12 months from the date on which the short-recovery was made, in such number of instalments as the Government may direct;
 - (e) When the standard rent for the residence has not been calculated at the time of its allotment, the Government servant shall pay, as provisional rent, such amount, not exceeding 10% of his monthly emoluments, as may be fixed on the basis of the actual expenditure on the construction, fittings, etc. of the buildings plus known and anticipated liabilities relating thereto. If the variation between the standard rent, as subsequently determined, and the provisional rent is more than 10% of the provisional rent, the amount equivalent to the difference shall, as the case may be, be recovered from or refunded to the Government servant. Such an adjustment shall, however, be limited to a period of 12 months prior to the date of sanction of the standard rent. No adjustment shall be made, if the aforesaid variation is upto 10% of the provisional rent".

[No. 8(17)/61-Estates.]

G. S. BHASIN, Under Secy.

(Department of Economic Affairs)

New Delhi, the 16th December, 1961

S.O. 2923.—Statement of the Affairs of the Reserve Bank of India, as on the 1st December, 1961

BANKING DEPARTMENT

Liabilities	Rs.	Assets	Rs.
Capital paid up	5,00,00,000	Notes	9,37,58,000
Reserve Fund	80,00,00,000	Rupee Coin	4,04,000
National Agricultural Credit (Long-term Operations) Fund	50,00,00,000	Subsidiary Coin	2,29,000
National Agricultural Credit (Stabilisation) Fund	6,00,00,000	Bills Purchased and Discounted :—	
Deposits:—		(a) Internal
(a) Government		(b) External
(1) Central Government	53,41,80,000	(c) Government Treasury Bills	19,76,12,000
(2) Other Governments	15,34,10,000	Balances held abroad*	28,82,01,000
(b) Banks	78,16,45,000	** Loans and Advances to Governments	66,17,14,000
(c) Others	147,02,68,000	Other Loans and Advances†	131,02,82,000
Bills Payable	23,08,31,000	Investments	214,63,08,000
Other Liabilities	37,13,68,000	Other Assets	25,31,94,000
Rupees	495,17,02,000	Rupees	495,17,02,000

* Includes Cash & Short-term Securities.

** Includes Temporary Overdrafts to State Governments.

† The item 'Other Loans and Advances' includes Rs. 20,00,000/- advanced to scheduled banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

Dated the 6th day of December, 1961.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 1st day of December, 1961

ISSUE DEPARTMENT

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department	9,37,58,000		A. Gold Coin and Bullion :—		
Notes in circulation	1908,41,84,000		(a) Held in India	117,76,03,000	
Total Notes issued		1917,79,42,000	(b) Held outside India	
			Foreign Securities	116,86,07,000	
			TOTAL OF A		234,62,10,000
			B. Rupee Coin		124,33,74,000
			Government of India Rupee Securities		1558,83,58,000
			Internal Bills of Exchange and other commercial paper
TOTAL LIABILITIES		1917,79,42,000	TOTAL ASSETS		1917,79,42,000

Date: the 6th day of December, 1961.

H. V. R. IENGAR,
Governor.

[No. F.3(2)-BC/61.]

A. BAKSI, Jt. Secy.

(Department of Revenue)**INCOME-TAX ESTABLISHMENTS***New Delhi, the 8th December, 1961*

S.O. 2924.—Consequent on his posting as Income-tax Officer in the charge of the Commissioner of Income-tax, West Bengal, Calcutta, the powers conferred on Shri T. B. Swaminathan by the Ministry of Finance (Department of Revenue) Notification No. 304-Income-tax Establishments, dated 7th October, 1961, are hereby withdrawn.

[No. 347.]

P. S. KAICKER, Under Secy.

CENTRAL BOARD OF REVENUE**CUSTOMS***New Delhi, the 16th December, 1961*

S.O. 2925.—In exercise of the powers conferred by clauses (b) and (c) of section 11 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry the Central Board of Revenue hereby makes the following further amendment in its Notification No. 117-Customs, dated the 9th September 1950, namely:—

In the Schedule annexed to the said Notification, against the port of Veraval, in column 3, after entry 4, the following entry shall be inserted, namely:—

“5. The wharf called as “North Wharf” constructed by the Port Department, Gujarat State in the inner Khadi area, having five slopes with a running wall length of 600 ft. and breadth 9 ft. and having the following boundaries:

North.—Khadi and thereafter Bone Factory.

South.—Veraval Patan Road.

East.—Nava Khumbarwada residential plot.

West.—Patrol godown.”

[No. 131/F. No. 14/6/61-LC.II.]

LAND CUSTOMS*New Delhi, the 16th December 1961*

S.O. 2926.—In exercise of the powers conferred by section 4 of the Land Customs Act, 1924 (19 of 1924), the Central Board of Revenue hereby makes the following further amendments in its Notification No. 22-Customs, dated the 2nd February, 1952, namely:—

In the Schedule appended to the said Notification, under heading “C. Land Customs Areas under the jurisdiction of the Collector of Central Excise and Land Customs, West Bengal, Calcutta”, under the sub-heading “Howrah and Calcutta Area”, for the entries of Item 24, the following entries shall be substituted namely:—

“Howrah Railway Station

(a) The Sealdah-Paradah Railway line passing through Gede Railway Station and the Calcutta-Khulna Railway line passing through Bongaon.

(b) All railway-routes to Western Pakistan.”

[No. 10/F.No.2/11/61-L.C.I.]

L. S. MARTHANDAM, Under Secy

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, BANGALORE

CORRIGENDUM

Bangalore, the 28th November 1961

S.O. 2927.—In the Schedule to Notification No. 5/61 dated 27th September 1961, published under S.O. No. 2481 in Part II, Section 3(ii) of the Gazette of India dated 14th October 1961, the following amendments are ordered:

- (1) Delete "Hosdurga Taluk" and "Range Officer of Central Excise, Hiriyr II" occurring under columns 2 and 4 against Chitradurga District in column 1 thereof, and renumber "Davangere, Jagalur, Chitradurga, Holalkere Taluks" in column 2 as 1, 2, 3 and 4 respectively.
- (2) In column 2 for item 2 "Ramdurg Taluk" occurring against Belgaum District and for entries in column 4 against the said item 2, the following should be substituted as item 2:
(2) Ramdurga Taluka except 8 villages Range Officer of Central Excise, shown against Item No. 3 below. Ramdurga.
- After item 2 above add the following under columns 2 and 4 thereof as item 3:
(3) Eight villages of Ramdurga Taluk i.e. Range Officer of Central Hoskote, Budnikhurd, Guttigoll, Kam- Gokak, kerl, Hulkund, Tondikatti, Kannal and Chipalkatti.

[No. 5/1961.]

N. MOOKHERJEE, Collector.

OFFICE OF THE ASSTT. COLLECTOR OF CENTRAL EXCISE AND LAND CUSTOMS: GOA FRONTIER DIVISION: BELGAUM

NOTICE

Belgaum, the 4th December 1961

S.O. 2928.—Whereas it appears that the goods as mentioned in the undermentioned table seized in the vicinity of the Indo-Goa border, were about to be exported by land from India to Goa (Portuguese possessions in India) in contravention of the Rules and Notifications as mentioned against each.

S. No.	Date & place of seizure	By whom detected	Description of goods	Quantity	Rules contravened
259/61.	3-11-1961 Khanapur Shiroli Road, At Mile stone No. 6.	Inspr. C. Ex, F.S. Khanapur.	(1) Handloom— cotton sarees Jari-Border. (2) Ark silk— khan pieces (3) Chaddars— 60"×90" Ichalkaranji mark. (4) Gunny bags old.	22 nos. 31 nos. 2 nos. Two	Govt. of India Ministry of Commerce & Industry Export (Control) Order No. 1/54 dt. 10.5.54 and No. 1/58 dt. 1.5.58 as subsequently amended and issued under secs. 3 and 4 A of the Import and Export (Control) Act, 1947, and further deemed to have been issued under section 19 of the Sea Customs Act, 1878.

2. Now, therefore, any person claiming the goods is hereby called upon to show cause to the Asstt. Collector of Central Excise and Land Customs, Goa Frontier

Division, Belgaum why the above mentioned goods should not be confiscated under Section 5(3) of the Land Customs Act, 1924 read with Sections 167(8) and 168 of the Sea Customs Act, 1878, and why a penalty should not be imposed on him under Section 7(1) (c) of the Land Customs Act, 1924.

3. If such an owner fails to turn up to claim the above mentioned unclaimed goods or to show cause against the action proposed to be taken within 30 days from the date of publication of this notice in the Government of India Gazette, the goods in question will be treated as unclaimed and the case will be decided accordingly.

[No. VIII(b)10-259/61.]

E. R. SRIKANTIA,

Asstt. Collector of C. Ex., Goa Frontier Div., Belgaum.

MINISTRY OF COMMERCE & INDUSTRY

New Delhi, the 4th December 1961

S.O. 2929.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules to amend the Small Scale Industries Organisation (Class III and Class IV) Recruitment Rules, 1960, published with the notification of the Government of India in the Ministry of Commerce and Industry S.R.O. No. 982 dated 12th April, 1960, namely:—

1. These rules may be called the Small Scale Industries Organisation (Class III and Class IV Posts) Recruitment (Amendment) Rules, 1961.

2. In the Schedule annexed to the Small Scale Industries Organisation (Class III and Class IV Posts) Recruitment Rules, 1960,

(1) against the post of Superintendent, after the existing entry in column 11, the following shall be inserted, namely:

“The promotion shall be on the basis of All India Seniority List.”;

(2) against the post Upper Division Clerk,—

(i) for the existing entry in column 10, the following shall be substituted, namely:—

“(a) 87½% by promotion;

(b) 12½% on the results of competitive examinations”;

(ii) for the existing entries in column 11, the following shall be substituted, namely:—

“(a) By promotion of lower Division Clerks in the Small Industries Service Institute/Branch Institute/Extension and Production Centres located in the State who have put in not less than three years continuous service in the grade of Lower Division Clerk. The promotion shall be made on the basis of seniority subject to the rejection of the unfit;

(b) On the results of the competitive examinations limited to Lower Division Clerks serving in the Small Industries Service Institute/Branch Institute/Extension and Production Centres located in the State.”

[No. 20-SSI(C)(21)/59.]

N. S. VAIDYANATHAN, Under Secy.

New Delhi, the 8th December 1961

S.O. 2930.—The Central Government, having considered in consultation with the Forward Markets Commission, the application for recognition made under section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Punjab Company Limited, Bhatinda, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by section 6 of the said Act, recognition to the said Company for a period of three years ending the 15th December, 1964 in respect of forward contracts in cottonseed.

2. The recognition hereby granted is subject to the condition that the said Company shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[No. 34(9)-TMP/FMC/61.]

New Delhi, the 11th December 1961

S.O. 2931.—In exercise of the powers conferred by sub-section (2) of section 9A of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), the following amendments made to the rules by The Madhya Pradesh Commercial Exchange Limited, Akola, under sub-section (1) of the said section and approved by the Central Government are hereby published, namely:—

The Articles of Association of The Madhya Pradesh Commercial Exchange Limited, Akola, shall be amended as follows:—

In clause (2) of Article 49—

(i) at the end of sub-clause (a), the following sentence shall be added, namely:—

“Out of these, not more than two Directors shall be elected from amongst and by the members or their authorised representatives from Akola and not more than one Director shall be elected from amongst and by the members or their authorised representatives from Khamgaon”;

(ii) at the end of sub-clause (b), the following sentence shall be added, namely:—

“Out of these, not more than two Directors shall be elected from amongst and by the members or their authorised representatives from Akola and not more than one Director shall be elected from amongst and by the members or their authorised representatives from Khamgaon”;

(iii) at the end of para. 1 of sub-clause (c), the following sentence shall be added, namely:—

“Out of these, not more than three Directors shall be elected from amongst and by the members or their authorised representatives from Akola and not more than one Director shall be elected from amongst and by the members or their authorised representatives from Khamgaon”.

[No. 33(7)-TMP/FMC/61.]

T. S. KUNCHITHAPATHAM, Under Secy.

ORDER

New Delhi, the 8th December 1961

S.O. 2932. IDRA/6/7.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby appoints col. D. S. Shukla to be a member of the Development Council established by the Order of the Government of India in the Ministry of Commerce and Industry No. S.O. 1946 dated the 10th August, 1961 for the scheduled industries engaged in the manufacture or production of Drugs and Pharmaceuticals, till the 9th August, 1963 and directs that the following amendment shall be made in the said Order, namely:—

In paragraph 1 of the said Order after entry No. 15 relating to Shri S. K. Borkar, the following entry shall be inserted, namely:—

“16. Col. D. S. Shukla, Deputy Director General (Equipment and Stores), Armed Forces Medical Services, New Delhi,	Consumers.”
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[No. 1(14)-L.Pr./60.]

CORRIGENDUM

New Delhi, the 8th December 1961

S.O. 2933 In the Ministry of Commerce and Industry Order No. S.O. 2582 dated the 26th October, 1961, published in Part II Section 3 Sub-Section (ii) of the Gazette of India dated the 4th November, 1961 :

FOR	"27. Shri T. Gupta, M/s Hind Lamps Ltd., Shikohabad (U.P.)	Consumers."
READ	"27. Shri T. Gupta, Purasree Colony, P.O. Chandernagar, Distt. Hooghly West Bengal.	Consumers."

[4(32) L. Pr./61.]

S.O. 2934 In the Ministry of Commerce and Industry Order No. S.O. 1918 dated the 27th July, 1960, published in Part II Section 3 Sub-Section (ii) of the Gazette of India dated the 6th August, 1960 :

FOR	"11. Dr. H.A.B. Parpia, Industrial Liaison & Technical Extension Officer, Office of the Council knowledge. of Scientific & Industrial Research, Old Mill Road, New Delhi.	Member."
READ	"11. Dr. H.A.B. Parpia, M/s Kissan Products Technical Ltd., P.O. Box No. 107, Old Madras knowledge. Road, Bangalore.	Member."

[1(2) L. Pr./60.]

V. PRAKASH, Under Secy.

CORRIGENDUM

New Delhi, the 12th December 1961

S.O. 2935.—In the notification of the Government of India in the Ministry of Commerce & Industry No. S.O. 2142 published on pages 2195-2196 of the Gazette of India Part II Section 3 sub-section (ii) dated the 9th September, 1961, the following corrigendum is made, namely:—

In the Table below the said notification, in the entries in Col. 2 against the State of Rajasthan, the words "Districts of" shall be inserted before the word "Alwar".

[No. SMC-15(9)/61.]

K. V. VENKATACHALAM, Jt. Secy.

(Office of the Chief Controller of Imports & Exports)

ORDER

New Delhi, the 11th December 1961

S.O. 2936.—Whereas M/s. Southern Electric Trade Agency, Lattice Bridge Road, Madras-20 or any Bank or any other person have not come forward furnishing sufficient cause against Notice No. CCI:I(C)/22/61/1388 dated 30th November 1961 proposing to cancel Licence No. G. 992967/60/GC/CCI/HQ dated 7th April 1960 valued at Rs. 22,668/- for the Import of Burrctte and Boiling Flasks etc., from U.K. except Union of South Africa granted in the name of M/s. Southern Electric Trade Agency, Lattice Bridge Road, Madras-20 by the Chief Controller of Imports & Exports, New Delhi, Government of India, in the Ministry of Commerce and Industry, in exercise of the powers conferred by clause 9 of the Imports (Control) Order, 1955 hereby cancel the said Licence No. G. 992967/60/GC/CCI/HQ dated 7th April 1960 issued in the name of the said M/s. Southern Electric Trade Agency, Lattice Bridge Road, Madras-20.

[No. CCI:I(C)/22/61.]

E. M. JAYARAJAN,

Dy. Chief Controller of Imports & Exports
for Chief Controller of Import & Exports.

(Indian Standards Institution)

New Delhi, the 4th December 1961

S.O 2937.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed, have been established during the period 16th November to 30th November 1961.

THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard established	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars
(1)	(2)	(3)	(4)
1.	IS: 212-1961 Specification for Crude Coal Tar for General Use (<i>Revised</i>).	IS: 212-1950 Specification for Crude Coal Tar for General Use.	This standard covers the material commercially known as crude coal tar used for sanitary purposes, such as coating of wooden poles and sleepers, iron poles, latrine walls, fishing nets, etc., and not for road making or distillation. (Price Rs. 1.50).
2.	IS: 287-1960 Recommendations for Maximum Permissible Moisture content of Timber used for Different Purposes in Different Climatic zones (<i>Revised</i>).	IS: 287-1951 Recommendations for Maximum Permissible Moisture content of Timber used for Different Purposes in Different Climatic zones (<i>Tentative</i>).	These recommendations lay down the maximum Permissible limits of moisture content in timber for different stores in each of the four climatic zones into which the country has been broadly divided for this purpose, in order to ensure unimpaired utility of the stores as a result of climatic changes. (Price Rs. 2.50)
3.	IS: 1640-1960 Glossary of Terms relating to Hides, Skins and Leather.	..	This standard defines the terms strictly relating to hides, skins and leather, as are used in the Indian leather trade and industry. (Price Rs. 10.00).
4.	IS: 1773-1961 Specification for Brass Plating.	..	This standard covers the requirements and tests for electrodeposition of brass on iron and steel surfaces. It, however, does not cover electrodeposition of 'white brass'. (Price Rs. 1.50).
5.	IS: 1779-1961 Specification for 4-Metre, Levelling Staff, Folding Type.	..	This standard covers the requirements of the folding type of levelling staff, 4m in length, used in territory levelling to provide height control for topographical or engineering surveys. (Price Rs. 1.50).

(1)	(2)	(3)	(4)
6.	IS: 1780-1961 Specification for Vegetable Tallow.	..	This standard prescribes the requirements and the methods of test for vegetable tallow used in textile industry in sizing. (Price Rs. 1.50).
7.	IS: 1826-1961 Specification for Venetian Blinds for Windows.	..	This standard covers material, constructional details, sizes and requirements of open head custom-made Venetian blinds made of either wood or metal slats. (Price Rs. 4.00).
8.	IS: 1845-1961 Specification for Common Salt for Butter and Cheese industry.	..	This standard prescribes the requirements and the methods of sampling and test for common salt for butter and cheese industry. (Price Rs. 3.50).

Copies of these Indian Standards are available, for sale, with the Indian Standards Institution, "Manak Bhavan", 9, Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232, Dr. Dadabhai Naoroji Road, Fort, Bombay-1, (ii) Third Floor, 11, Sooterkin Street, Calcutta-13, (iii) 2/21, First Line Beach, Madras-1, and (iv) 14/69, Civil Lines, Kanpur.

[No. MD/13:]

S. O2938.—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that amendments to the Indian Standards given in the Schedule hereto annexed, have been issued under the powers conferred by sub-regulation (1) of regulation 3 of the said regulations.

THE SCHEDULE

Sl. No. and title of the No. Indian Standard amended	No. & date of Gazette Notification in which the establishment of the Indian Standard was notified	No. & date of the Amendment	Brief particulars of the Amendment	Date of effect of the Amendment
(1)	(2)	(3)	(4)	(5)
1. IS: 267-1958 Specification for Leclanche Type Inert Cells (<i>Revised</i>)	S.O. 1438 dated 27th June 1959	No. 2 September 1961	In Table IV, col. 3, the following has been substituted for the existing matter: 'RATED LIFE (hr) (3) 1 300 1 200 1 200'	15th December 1961.
2. IS: 268-1959 Specification for Leclanche Type Sack Cells (<i>Revised</i>)	S. O. 1037 dated 30th April 1960	No. 1 October 1961	In Table III, col 3, the following has been substituted for the existing matter: 'RATED LIFE (Min) (3) hr 1 450 825'	15th December 1961.

(1)	(2)	(3)	(4)	(5)	(6)
3	IS: 418-1957 Specification for Tungsten Filament General Service Electric Lamps (Revised).	S. O. 1949 dated 27th September 1958.	No. 1 October 1961.	At page 6 in Table V, heading of col. 4, please read 'Overall* Length (including the solder), max mm' for 'Overall* Length (including the solder) mm'	15th December 1961
4	IS: 869-1956 Specification for Ethylene Dichloride, Technical.	S.R.O. 956 dated 30th March 1957.	No. 1 October 1961	(i) In clause A-2.1, lines 2 and 3 '20 to 40 mm' has been substituted for '20 to 40 mm' (or 0.75 to 1.50 in.)' (ii) In clause A-2.1, lines 3 and 4 '350 to 750 mm' has been substituted for '350 to 750 mm. (or 14 to 30 in.)'. (iii) In clause A-2.1, lines 5 and 6 '6 to 12 mm.' has been substituted for '6 to 13 mm (or 0.25 to 0.50 in.)'. (iv) In Fig. 1, '6 to 12 mm' has been substituted for the dimension '6 to 13 mm' (v) In Sub-clause B-3.1.3, line 2 '0.8 mm thick' has been substituted for '0.8 mm thick (or 22 BG)' (vi) In Fig. 4, '0.8 mm' has been substituted for the dimension '22 BG'.	15th December 1961.
5	IS: 1089-1957 Specification for Oleum (20 percent), Technical	S.O.R. 50 dated 4th January 1958.	No. 1 October 1961.	(i) In clause 43, line 2 '25 mm' has been substituted for 'one inch' (ii) In clause 4.3, line 4 '50 mm' has been substituted for '2 in'. (iii) In clause A-3.1, line 8 '2kg.' has been substituted for '2kg (or 4 lb)'. (iv) In clause A-3.2, line 2 '500 g' has been substituted for '450 g (or 1 lb)'.	15th December 1961

Copies of these Amendment Slips are available, free of cost, with the Indian Standards Institution, "Manak Bhavan", 9, Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232 Dr. Dababhoy Naoroji Road, Fort, Bombay-1 (ii) Third Floor, 11 Sooterkin Street, Calcutta-13, (iii) 2/21 First Line beach, Madras-1, and (iv) 14/69 Civil Lines, Kanpur.

New Delhi, the 5th December 1961

S.O. 2939.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that fifteen licences, particulars of which are given in the Schedule hereto annexed, have been renewed.

THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Article(s) covered by the licence	Relevant Indian Standard(s)
		From	To			
1	2	3	4	5	6	7
1	CM/L-34 4-11-1957	16-11-61	15-11-62	The National Insulated Cable Co. of India Ltd., 1 & 2, Hare Street, Calcutta-1.	Hard-Drawn Solin Copper and stranded conductors.	IS:282-1951 Specification for Hard-Drawn Copper Solid and Stranded Circular Conductors for Overhead Power Transmission Purposes.
2	CM/L-35 4-11-1957	16-11-61	15-11-62	The National Insulated Cable Co. of India Ltd., 1 & 2, Hare Street, Calcutta-1.	Bare Annealed Copper Wire.	IS:396-1953 Specification for Bare Annealed High-Conductivity Copper Wire for Electrical Machinery and Apparatus.
3	CM/L-36 4-11-1957	16-11-61	15-11-62	The National Insulated Cable Co. of India Ltd., 1 & 2, Hare Street, Calcutta-1.	Hard-Drawn Stranded Aluminium and Steel-Cored Aluminium Conductors for Overhead Power Transmission Purposes.	IS:398-1953 Specification for Hard-Drawn Stranded Aluminium and Steel-Cored Aluminium Conductors for Overhead Power Transmission Purposes.
4	CM/L-37 4-11-1957	16-11-61	15-11-62	The National Insulated Cable Co. of India Ltd., 1 & 2 Hare Street, Calcutta-1.	Rubber-Insulated Cables and Flexible Cords for Electric Power and Lighting (for Working Voltages Up to and Including 11 kV).	IS:434-1953 Specification for Rubber-Insulated Cables and Flexible Cords for Electric Power and Lighting (for Working Voltages Up to and including 11 kV).
5	CM/L-38 4-11-1957	16-11-61	15-11-62	The National Insulated Cable Co. of India Ltd., 1 & 2, Hare Street, Calcutta-1.	Cotton-Covered High Conductivity Annealed Round Copper Wire.	IS:45C-1953 Specification for Cotton-Covered High-Conductivity Annealed Round Copper Wire.
6	CM/L-39 4-11-1957	16-11-61	15-11-62	M/s. Rashtriya Metal Industries Ltd., Kurla Road, Andheri (East), Bombay-41.	Wrought Aluminium and Aluminium Alloy Utensils.	IS:21-1959 Specification for Wrought Aluminium and Aluminium Alloy for Utensils (Second Revision).

7. CM/L-40 4-11-1957	16-11-61	15-11-62	M/s. Rashtriya Metal Industries Ltd., Kurla Road, Andheri (East), Bombay-41.	Wrought Aluminium and Aluminium Alloy Sheets, Strips and Circles.	IS:21-1959 Specification for Wrought Aluminium and Aluminium Alloy for Utensils (Second Revision).
8. CM/L-106 4-11-1958	17-11-61	16-11-62	The Mysore Chemical Manufacturers Ltd., Chikbanavar P.O., Bangalore District.	Copper Sulphate, Technical.	IS:261-1950 Specification for Copper Sulphate, Technical.
9. CM/L-109 4-11-1958	17-11-61	16-11-62	M/s. Savlar Paint & Varnish Works, Vihar Lake Road, Saki Naka, Kurla, Bombay-37.	(i) Oil Paste for Paints, Zinc Oxide (ii) Oil Paste for Paints, Zinc Oxide, Reduced.	IS:98-1950 Specification for Oil Paste for Paints, Zinc Oxide IS:99-1950 Specification for Oil Paste for Paints, Zinc Oxide, Reduced.
10. CM/L-199 15-6-1960	10-11-61	9-11-62	M/s. Bharat Pulverising Mills Private Ltd., 589, Thiruvottiyur High Road, Madras-19.	BHC Water Dispersible Powder Concentrates.	IS:562-1958 Specification for BHC Water Dispersible Powder Concentrates.
11. CM/L-238 28-10-1960	15-11-61	14-11-62	M/s. Research Chemical Laboratories, 550 VIII Main Road, Malleswaram, Bangalore-12.	Ferro-Gallo Tannate Fountain Pen Ink (0.1 Percent Iron Content).	IS:220-1959 Specification for Ferro-Gallo Tannate Fountain Pen Ink (0.1 Percent Iron Content).
12. CM/L-239 28-10-1960	15-11-61	14-11-62	M/s. Research Chemical Laboratories, 550, VIII Main Road, Malleswaram, Bangalore-12.	Dye-Based Fountain Pen Inks, Blue, Green, Red and Violet.	IS:1221-1957 Specification for Dye-Based Fountain Pen Inks (Blue, Green, Violet, Black and Red.)
13. CM/L-240 28-10-1960	15-11-61	14-11-62	M/s. Research Chemical Laboratories, Lattice Bridge Road, Adayar, Madras-20.	Dye-Based Fountain Pen Inks, Blue, Green, Red and Violet	IS:1221-1957 Specification for Dye-Based Fountain Pen Inks (Blue, Green, Violet, Black and Red).
14. CM/L-241 21-11-1960	1-12-61	30-11-62	M/s. Bharat Pulverising Mills Private Ltd., Chinchpokli Cross Lane, Byculla, Bombay-8.	BHC Water Dispersible Powder Concentrates.	IS:562-1958 Specification for BHC Water Dispersible Powder Concentrates.
15. CM/L-243 23-11-1960	1-12-61	30-11-62	M/s. Hindustan Tin Works Private Ltd., G. T. Road, Ghaziabad.	18-Liter Square Tins.	IS:916-1958 Specification for 18-Litre Square Tins

No. MD/12:105

New Delhi, the 6th December 1961

S.O. 2940.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that nine licences, particulars of which are given in the Schedule hereto annexed, have been granted authorizing the licensees to use the Standard Mark.

THE SCHEDULE

Sl. No.	Licence No. and date	Period of Validity		Name and Address of the Licensee	Article/Process covered by the Licence	Relevant Indian Standard
		From	To			
1	2	3	4	5	6	7
1.	CM/L-356 20-11-1961	1-12-61	30-11-62	Messrs. Zeta Industrial Corporation Private Ltd., No. 14 F, Govindpuri, Modinagar, Distt. Meerut.	Metal Clad Switches, capacities up to 60 amperes 500 Volts.	IS:1567-1960 Specification for Metal Clad Switches (Current rating not exceeding 100 amperes).
2.	CM/L-357 20-11-1961	1-12-61	30-11-62	Messrs. Electrical & Mechanical Corporation (India) Railway Road, Jullundur City.	Metal Clad Switches, 15 amperes 250 Volts only.	IS:1567-1960 Specification for Metal Clad Switches (Current rating not exceeding 100 amperes).
3.	CM/L-358 20-11-1961	1-12-61	30-11-62	Messrs. Indian Traders Private Limited, Industrial Area, Najafgarh Road, New Delhi-15.	Rubber-Insulated Cables TRS Type 250 Volts Grade.	IS:434-1953 Specification for Rubber-Insulated Cables and Flexible Cords for Electric Power and Lighting (for Working Voltages up to and including 1 kV).
4.	CM/L-359 20-11-1961	1-12-61	30-11-62	Messrs. Burmah-Shell Oil Storage & Distributing Co. of India Ltd., Burmah-Shell House, Ballard Estate, Bombay-1.	Dieldrin Emulsifiable Concentrates.	IS:1054-1957 Specification for Dieldrin Emulsifiable Concentrates.
5.	CM/L-360 27-11-1961	15-12-61	14-12-62	Messrs. Devidayal Metal Industries Private Limited, Gupta Mills Estate, Darukhana, Bombay-10.	Brass sheet	IS:410-1959 Specification for Rolled Brass Plate, Sheet, strip and Foil (Revised).
6.	CM/L-361 27-11-1961	15-12-61	14-12-62	Messrs. Modi Vanaspati Manufacturing Co., Modinagar, Distt. Meerut (U.P.)	18-Litre Square Tins.	IS:916-1958 Specification for 18-Litre Square Tins.
7.	CM/L-362 30-11-1961	1-1-62	31-12-62	Messrs. Hindustan Wire Products Limited, Factory Area, Patiala.	(i) Synthetic Enamelled Copper Wires. (ii) Oleo-Resinous Enamelled Wires.	IS:1595-1960 Specification for Enamelled High-Conductivity Annealed Round Copper Wire (Synthetic Enamel) IS:449-1953 Specification for

					Enamelled High-Conductivity Annealed Round Copper Wire (Oleo-Resinous Enamel).
8.	CM/L—363 30-II-1961	15-12-61	14-12-62	Messrs. New India Electric Corporation, 37 F, Parel Road, Cross Lane, Chinchpokli, Bombay-12.	Three-Phase Induc- tion Motors up to 10 Horse Power
					IS : 325-1959 Specification for Three-Phase Induction Motors (Revised).
9.	CM/L—364 30-II-1961	15-12-61	14-12-62	Messrs. Kirti Chemical Works, 205, 207, Ghod Bunder Road, Jogeshwari, Bombay-60.	Cuprous Oxide Water Dispersible Powder Concentrates.
					IS : 1665-1960 Specification for Cuprous Oxide Water Dispersi- ble Powder Concentrates.

[No. MD 12 : 588]

New Delhi, the 7th December 1961

S.O. 2941.—In partial modification of the rate of marking fee for Tea-Chest Battens, notified in the Schedule annexed to the Ministry of Commerce and Industry (Indian Standards Institution), Notification No. S.O. 1580 dated the 28th June, 1961, published in the Gazette of India, Part II—Section 3—Sub-section (ii), dated the 8th July, 1961, the Indian Standards Institution hereby notifies that the marking fee per unit for Tea-Chest Battens, details of which are given in the Schedule hereto annexed, has been revised. The revised rate of marking fee shall come into force with effect from 1st January, 1962.

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
1.	Tea-Chest Battens	IS : 10-1953 Specification for Plywood Tea-Chests (<i>Revised</i>).	One Hundred Sets.	35 nP. per unit with a minimum of Rs. 1,000.00 for production during a calendar year.

[No. MD/18:2.]

A. N. GHOSH,
Director.

MINISTRY OF FOOD & AGRICULTURE

(Department of Agriculture)

New Delhi, the 6th December, 1961.

S.O. 2942—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Fruit Products Order, 1955, namely:—

1. This Order may be called the Fruit Products (Amendment) Order, 1961.
2. In the Fruit Products Order, 1955 (hereinafter referred to as the said Order), in clause 2.

(1) for sub-clause (h), the following sub-clause shall be substituted namely:—

“(h) “Manufacturer” means a person engaged in the business of manufacturing fruit products for sale and includes any person who obtains fruit products from another person and packs them for sale”;

(2) for sub-clause (1), the following sub-clause shall be substituted namely:—

“(1) “Term” means, a calendar year or part thereof ending on the 31st day of December of that year”.

3. In clause 3 of the said Order, (1) in sub-clause (1) for items (a) to (f), the following items shall be substituted, namely:—

- “(a) one representative of the synthetic syrup, vinegar, morabba, chutney and pickle manufacturers to be nominated by the Licensing Officer;
- (b) one representative of the squash and ready-to-serve beverages manufacturers, to be nominated by the Licensing Officer;
- (c) two representatives of the manufacturers of canned fruits, canned vegetables, jams, jellies, marmalades and tomato products, to be nominated by the Licensing Officer;
- (d) two persons possessing, in the opinion of the Licensing Officer suitable technical qualifications with regard to the manufacture of fruit products, to be nominated by the Licensing Officer;
- (e) one representative of the exporters of fruit and vegetable products, to be nominated by the Licensing Officer;
- (f) the Director, Central Food Technological Research Institute or his nominee;

- (g) the Agricultural Commissioner to the Government of India or his nominee;
- (h) the Technical Adviser to the Ministry of Food and Agriculture or his nominee;
- (i) two representatives of fruit and vegetable growers in India to be nominated by the Licensing Officer;

Member-Secretary

- (j) The Senior Marketing Officer, Fruit Products, in the Directorate of Marketing and Inspection;"

(2) for sub-clause (3), the following sub-clause shall be substituted, namely:—

"(3) If a vacancy occurs by death, resignation, efflux of time or otherwise in the office of any nominated member of the committee, the vacancy so caused shall be filled by nomination under sub-clause (1), and any person appointed to fill a casual vacancy shall hold office so long only as the member in whose place he is nominated, would have held office";

(3) in sub-clause (7), the words "elected or" shall be omitted.

(4) Clause 4 of the said Order shall be renumbered as sub-clause (1) of clause 4 and after sub-clause (1) as so renumbered the following sub-clause shall be inserted, namely:—

"(2) A licence shall, unless sooner cancelled, be in force for such period as may be specified therein.

(3) An application for renewal of a licence shall be submitted to the Licensing Officer at least one month before the expiry of the period of validity of the licence.

(4) If an application for the renewal of a licence is made one month before the expiry of the period of validity of the licence, the licence shall continue to be in force until orders are passed on the application".

5. In clause 5 of the said Order, after sub-clause (2), the following sub-clause shall be inserted, namely:—

"(2a) A manufacturer using different manufacturing premises for the manufacture of fruit products shall take out a separate licence for each such premises."

6. In sub-clause (1) of clause 8 of the said Order, after item (c), the following shall be added, namely:—

"(f) the fruit products packed by a manufacturer shall be either those manufactured by him or those obtained from another licensed manufacturer".

7. For clause 9 of the said Order, the following clause shall be substituted, namely:—

"Every manufacturer shall submit by the 31st of January of each year to the Licensing Officer a return in duplicate in Form 'C' in respect of each class of fruit products manufactured, sold and exported by him during the previous term."

8. In clause 10 of the said Order, for the proviso, the following proviso shall be substituted, namely:—

'Provided that the provisions of clause 8 with regard to packing, marking and labelling shall not apply to products imported from outside the country'.

9. In clause 11 of the said Order, for sub-clause (2), the following sub-clause shall be substituted namely:—

"(2) Synthetic vinegars, beverages, syrups, sherbats and other products associated with fruits and vegetables shall be clearly and conspicuously marked on the label as 'SYNTHETIC' The word 'SYNTHETIC' shall be written as boldly as the name of the product. No container containing any such product shall have anything printed

or labelled on it which may lead the consumer into believing that it is a fruit product. Neither shall the word 'Fruit' be used in describing such a product nor shall it be sold under the cover of a label, which carries the picture of any fruit. Aerated water containing no fruit juice or pulp shall not have a label which leads the consumer into believing that it is a fruit product."

10. In clause 13 of the said Order.

- (1) in sub-clause (b), the word 'during the business hours' shall be omitted;
- (2) in sub-clause (f), the following words shall be added at the end, namely:—
"at the dealers' as well as at the manufacturers end".

11. In the First Schedule of the said Order.

- (1) in Form 'A', item (8) shall be renumbered as item 6(a) and after item 6(a) as so renumbered, the following shall be inserted as item 6(b), namely:—

"6(b) Installed capacity per 8 hour shift".

- (2) after Form 'B', the following shall be inserted as Form 'C', namely:—

"FORM 'C'

(See clause 9)

1. Name and address of licensee.
2. Address of the authorised premises for the manufacture of Fruit Products.
3. F.P.O. License No.

Statement showing quantities of fruit and vegetable products manufactured in lbs with their sale value during the term

Sl. No.	Name of the Fruit Product	Size of can or bottle	Quantity in lbs.	Sale price per lb. or per unit of packing	Value
1	2	3	4	5	6

Quantity exported (in lbs.)	Name of the country or port of export	Rate per lb. or per unit of packing C.I.F./ F.O.B.,	Value	Remarks
7	8	9	10	11

(Signature of the Licensee)".

A register in the form of the above table shall be maintained by each licensee for inspection.

12. In the Second Schedule,

- (1) in Part—1A,

- (i) for clause 3, the following clause shall be substituted namely,

"3. The equipments and the manufacturing area approved for the manufacture of fruit and vegetable products shall not be used for the manufacture.

of other products repugnant to the manufacture of fruit products. The manufacture of egg, fish and meat products shall be deemed to be repugnant to the manufacture of fruit and vegetable products. The manufacture of Gulkand, Araks and herebaceous products will not be considered to be repugnant to the manufacture of fruit and vegetable products".

(ii) For clause 11, the following clause shall be substituted, namely:—

"Wherever five or more employees of either sex are employed, a sufficient number of latrines for each sex as under shall be provided:—

Number of workers	Number of latrines.	Number of wash basins.
Upto 25	1	1
25 to 49	2	2
50 to 100	3	3
100 and above	5	5

(iii) for clause 13, the following clause shall be substituted, namely:—

"13. No person suffering from infectious or contagious disease shall be allowed to work in the factory. Arrangements shall be made to get the factory staff medically examined as under to ensure that they are free from infectipus, contagious and other diseases.

Category	Large Scale	Once a week.
Category	Small Scale	Once a month.
Category	Cottage scale	Twice a year.

A record of these examinations signed by a registered medical practitioner shall be maintained for inspection.

The factory staff shall be inoculated against the enteric group of diseases and vaccinated against small pox once every year and a certificate thereof shall be kept for inspection. In case of an epidemic all workers should be inoculated/ vaccinated.

(iv) In clause 14, the following shall be inserted at the end, namely:—

"The management shall see that all workers are neat, clean and tidy".

(2) For Part I B, the following Part shall be substituted, namely:—

PART I B

1. The factories will be categorised under the following categories:—

- Large Scale.—Factories manufacturing or with capacity to manufacture products of annual ex(factory sale value exceeding Rs. 1,00,000/-
- Small Scale.—Factories manufacturing or with capacity to manufacture products of annual ex-factory sale value exceeding Rs. 1,00,000/- not more than Rs. 1,00,000.
- Cottage Scale.—Factories manufacturing or with capacity to manufacture products of annual ex-factory sale value not exceeding Rs. 50,000/-

2. The categories mentioned above shall comply with the following requirements shown against each:—

(a) Large scale:

(I) Minimum area of manufacturing premises excluding stores and office space:—

- Factories having total annual ex-factory sale value from 1 lakh to 5 lakhs—3,000 sq. ft.
- Factories having total annual ex-factory sale value exceeding Rs. 5 lakhs—4,000 sq. ft.

(II) Minimum availability of potable water—1,000 gallons per day.

(III) The manufacture of fruit products shall be supervised by a qualified chemist who should possess one of the following qualifications:—

- (a) B.Sc. (Tech.) with Food Technology or Chemical Engineering with at least one year's experience in Fruit preservation factory.
- (b) B.Sc. with Post Graduate diploma in a Fruit Technology from a recognised Institute.
- (c) B.Sc. with Chemistry or Agriculture as one of the subjects and three years' practical experience of working as a Chemist in a fruit and vegetable preservation factory.

(IV) The factory shall have a well-equipped laboratory of 200 sq. ft. floor area with adequate facilities for the analysis of fruit products in accordance with the specifications laid down under the Second Schedule to this Order.

(b) Small scale:

(I) Minimum area of manufacturing premises excluding stores and office space—2,000 sq. ft.

(II) Minimum availability of potable water—250 gallons per day.

(III) The factory shall have an experienced chemist to keep watch on the quality of its products.

(c) Cottage scale:

(I) Minimum area of manufacturing premises excluding stores and office space:—

- (a) Factories having total annual ex-factory sale value upto Rs. 10,000/-—250 sq. ft.
- (b) Factories having total annual ex-factory sale value upto Rs. 20,000/-—500 sq. ft.
- (c) Factories having total annual ex-factory sale value upto Rs. 30,000/-—750 sq. ft.
- (d) Factories having total annual ex-factory sale value upto Rs. 50,000/-—1,000 sq. ft.

(II) Minimum availability of potable water—100 gallons per day.

The requirements for various unit operations for the above categories of factories will be as under :—

Operation	Category Cottage Scale	Category Small Scale	Category Large Scale
(1)	(2)	(3)	(4)
1(a) Washing of raw materials.	One rectangular tank with false bottom having capacity of not less than 20 gallons.	Two rectangular tanks with false bottom having capacity of not less than 20 gallons each.	Three or more rectangular tanks with false bottom having capacity of not less than 20 gallons each.
(b) Washing of bottles	1. A tank having a capacity of not less than 40 gallons. 2. Bottles washing brushes 3. Buckets.	1. A tank having a capacity of not less than 40 gallons fitted with a water tap. 2. Bottle washing machine 3. Bottle sterilizing tank. 4. Trolleys for holding and conveying bottles.	1. Two or more tanks with a total capacity of not less than 100 gallons fitted with water taps. 2. Bottle washing machine. 3. Bottle sterilizing tank. 4. Trolleys for holding and conveying bottles.

I	2	3	4
2. Preparation of fruit and vegetable.	1. 2 1/2 ft. hightable with aluminium or stainless steel top having not less than 20 sq. ft. area. 2. Stainless steel peeling, slicing, trimming, and coring knives. Stainless steel puncturing and pricking nails for preserves. 3. Pans or vessels for blanching. 4. Vats (Wooden) or tanks (cemented) for curing and leaching with suitable covers. 5. Not less than five trays.	1. Table of not less than 50 sq. ft. area. 2. Stainless steel peeling, slicing, trimming and coring knives. Stainless steel puncturing and pricking nails for preserves. 3. Pans or vessels for blanching. 4. Vats (Wooden) or tanks (Cemented) for curing and leaching with suitable covers. 5. Not less than ten trays.	1. Table with not less than 100 sq. ft. area. 2. Peeling, coring, cubing and cutting, equipment. 3. Stainless steel blanching trays with handles. 4. Vats (Wooden) or tanks (Cemented) for curing and leaching with suitable covers. 5. Not less than 20 trays.
3. Juicing, Pulping and mixing.	1. Juice extractor or basket press. 2. Stainless steel or Aluminium straining sieve. 3. Tanks or barrel of not less than 10 gallons capacity. 4. Buckets.	1. Juice extractor or Rosing Machine or Basket or hydraulic press or pulping machine. 2. Tanks or barrel of not less than 30 gallons capacity.	1. Power driven juice extractor or hydraulic press or pulping machine 2. Storage tanks of not less than 50 gallons capacity.
4. Processing	1. Furnace. 2. Pans or vessels 3. Ladles. 4. Thermometers and hydrometers. 5. Sensitive balance for preservative.	1. Boiler. 2. Steam jacketted kettle. 3. Ladles. 4. Thermometers and Hydrometers. 5. Sensitive balance for preservative.	1. Refractometer. 2. Steam jacketted kettle. 3. Ladles. 4. Thermometers and hydrometers. 5. Sensitive balance for preservative. 6. Boller.
5. Fermentation.	1. Barrels or carboys or suitable earthen Jars.	1. Pasteurizer for brewed vinegar.	1. Pasteurizer for brewed vinegar.
6. Filling and Sealing	1. Mugs. 2. Funnels. 3. Weighing balance	1. A bottle filling machine (Vacuum operated). 2. R.O. Seal machine 3. Heavy duty crown corking machine. 4. Weighing Balance.	1. A Bottle filling machine (Vacuum Operated). 2. R.O. Seal machine 3. Heavy Duty crown corking machine. 4. Weighing balance
7. Exhausting sealing and processing for canning & bottling	1. Tanks with crates. 2. Furnace. 3. Double Seamer 4. Thermometers. 5. Cooling arrangement. 6. Pressure cookers with gauges for vegetable processing.	1. Boiler. 2. Exhaust box. 3. Semi-automatic double seamer. 4. Retort. 5. Cooling tank. 6. Incubator.	1. Boiler. 2. Exhaust box. 3. Semi-automatic double seamer. 4. Retort. 5. Cooling tank. 6. Incubator.

(i) Wherever possible automatic equipment or machinery may be substituted.

(ii) Operations indicated above shall be carried out on stainless steel top tables only and not on the floor.

(3) In Part II, in the specifications, under column 5 "General Characteristics", the following shall be inserted at the end of the existing entry namely:—

"Concentrates shall be free from gelation or curdling and in case of orange concentrate, the pulp content shall not exceed 40% V/V.

(4) In Part IV, "*Specifications for Synthetic Syrups and Sharbats*" under column 3 "*Special Characteristics*", the figures "65" shall be inserted at the end of the existing entry.

(5) In Part VI, "*Specifications for Jams and Fruit Cheese*" for the heading of column 3, the following heading shall be substituted, namely:—

"Minimum percentage of prepared fruit in the final."

(6) In Part VII, "*Specifications for fruit jellies and Marmalades*" for the heading of column 3, the following heading shall be substituted, namely:—

"Minimum percentage of prepared fruit in the final product".

(7) In Part X, "*Specifications for fruit chutneys*" under column 5, "*General Characteristics*", the following sentence shall be inserted at the end of the existing entry, namely:—

"The acidity and ash content shall not exceed 2% and 5% respectively."

(8) In Part XIII, "*Specifications for tomato ketchup and sauces*" under column 6 "*General Characteristics*", the following shall be inserted at the end of the existing entry, namely:—

"When incubated at 28-30° C and 37° C".

(9) In Part XIII(A), "*Specifications for sauces*".

(a) a new column with the heading "Minimum total soluble solids weight" shall be inserted before the last column "*General characteristics*;"

(b) Under the column "Minimum total soluble solids weight" the entry "15%" shall be inserted,

(c) Under the column "*General Characteristics*", in the existing entry.

(i) after the word "sugar" the word "jaggery", shall be inserted;

(ii) for the expression "37° C", the expression "28-30° C and 37° C" shall be substituted.

(d) For the foot-note, the following foot note shall be substituted, namely:—

"The percentage of the various fruits and vegetables used in the sauce shall be declared on the label".

(10) In Part XV, "*Specifications for pickles in vinegar*"

(a) under the column '*Special Characteristics*', the entry "not less than 2 grams per 100C.C. as minimum percentage of acidity of fluid portion as acetic acid" shall be inserted.

(b) Under the column, "*General Characteristics*" the word "preservatives" shall be omitted.

(11) In Part XVI, "*Specifications for pickles in citrus juice or in brine*", under column 5 "*General Characteristics*" in the entry the words "mineral acids or preservatives" the words "or mineral acids" shall be substituted.

(12) In Part XVII, "*Specifications for oil pickles*" under column 5 "*General Characteristics*" in the entry for the words "mineral acid or preservatives" the words "or mineral acids" shall be substituted.

(13) In Part XVIII, "*Specifications for sun-dried and dehydrated point*" under column 3, '*General Characteristics*', the following sentence shall be added at the end namely:—

"In dehydrated and sundried fruits, moisture content shall not exceed 20% and 24% W/W respectively.

(14) In Part XX for sub-clause (e) of clause 1, the following sub-clause shall be substituted namely:—

(i) Pickles.—Clean bottles, Jars, wooden casks, Tin containers covered from inside with polyethelene lining of minimum 250 gauge or suitably lacquered cans shall be used.

- (ii) *Tomato Ketchup and Sauces*.—Clean bottles shall be used. If acidity does not exceed 1.5% as acetic acid, open top sanitary cans may also be used.
- (iii) *Vinegar and chutney*.—Clean bottles or wooden cases may be used.
- (15) For Part XXI, the following Part shall be substituted namely:—

PART XXI

Limits of poisonous metals in fruit products

No fruit products specified in column 2 of the table below shall contain any poisonous metal specified in excess of the quantity given in column 3 of the said table.

Name of the poisonous metal.	Name of the product	Parts per million by weight
1. Lead	(i) Concentrated soft drinks (but not including concentrates used in the manufacture of soft drinks).	0.5
	(ii) Fruit and vegetable juice (including tomato juice, but not including lime juice and lemon juice).	1.0
	(iii) Concentrates used in the manufacture of soft drinks, lime juice and lemon juice.	2.0
	(iv) Dried or dehydrated vegetables (other than onions).	5.0
	(v) Dehydrated onions	10.0 on the dry matter
	(vi) Fruit products not specified	2.5
2. Copper	(i) Soft drinks including concentrates	7.0
	(ii) Concentrates for soft drinks	20.00
	(iii) Tomato Ketchup on the dried total solids.	50.0
	(iv) Tomato puree, paste, powder, juice and cock-tails.	100.0 on the dried tomato solids.
	(v) Fruit products not specified	30.0
3. Arsenic	(i) Soft drinks intended for consumption after dilution.	0.5 Arsenious oxide
	(ii) Dehydrated onions	2.0
	(iii) Fruit products not specified	1.5
4. Tin.	(i) Processed and canned products.	250
	(ii) Fruit Products not specified	250
5. Zinc.	(i) Ready to drink beverages	5.0
	(ii) Fruit products not specified.	50.0

(16) In Part XXIII, the footnote shall be omitted.

(17) After Part XXIII, the following Part shall be inserted, namely:—

"PART XXIV

- (a) In fruit products, Pectin, Sodium Alginate, Calcium Alginate, *Alginic Acid*, Propylene Glycol Alginate, Mono-Sodium Glutamate, Calcium Chloride, Calcium lactate and other soluble calcium salts may be added.
- (b) Lecithin and Tocopherol may be added in fruit products as Antioxidants."

CORRIGENDUM

New Delhi, the 7th December 1961

S.O. 2943.—In the notification of the Ministry of Food and Agriculture (Department of Agriculture) No. S.O. 1694 dated 12th July, 1961, published in the Gazette of India, Part II, Section 3 Sub-Section (ii) dated the 22nd July, 1961:—

On page 1648, on the sketch map in Schedule VI, for

“भारत की उत्पत्ति” read “भारतीय उत्पाद”

[No. F.20-1/59-A.M.).]

V. S. NIGAM, Under Secy.

(Department of Agriculture)

(Indian Council of Agricultural Research)

New Delhi, the 5th December 1961

S.O. 2944.—In exercise of the powers conferred by section 15 of the Indian Cotton Cess Act, 1923 (14 of 1923), the Central Government hereby makes the following rules further to amend the Indian Cotton Cess Rules, 1923 namely:—

1. These rules may be called the Indian Cotton Cess (Amendment) Rules, 1961.

2. In Rule 3 of the Indian Cotton Cess Rules, 1923, for the words ‘Vice-Chairman’ of the Indian Council of Agricultural Research, the following words shall be substituted, namely:—

‘Vice-President of the Indian Council of Agricultural Research’.

[No. 1-44/61-Com.IV (ICCR-1).]

J. VEERA RAGHAVAN, Under Secy.

MINISTRY OF TRANSPORT AND COMMUNICATIONS

(Departments of Communications and Civil Aviation)

ORDER

New Delhi, the 7th December 1961

S.O. 2945.—In exercise of the powers conferred by rule 160 of the Indian Aircraft Rules, 1937, the Central Government hereby exempts all holders of appropriate Aircraft Maintenance Engineers Licences granted or rendered valid by the appropriate authorities of the United Kingdom and Australia from the operation of rule 61 in so far as it relates to rules 57, 58 and 60 of the said rules and directs that the holders of such licences may act as Aircraft Maintenance Engineers in connection with the repair, overhaul, modification and maintenance of aircraft owned and operated by Air India International.

This Order shall remain in force for a period of one year from the date of its publication in the Gazette.

[No. 10-A/58-61.]

S. N. KAUL, Under Secy.

MINISTRY OF SCIENTIFIC RESEARCH & CULTURAL AFFAIRS

(ARCHAEOLOGY)

New Delhi, the 9th December 1961

S.O. 2946.—Whereas the Central Government is of opinion that ancient monument specified in the schedule attached hereto is of national importance.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said ancient monument to be of national importance.

Any objection made within two months after the issue of this Notification by any person interested in the said ancient monument will be considered by the Central Government.

SCHE

State	District	Tahsil/Taluk	Locality	Name of monumen
1	2	3	4	5
Orissa	Dhenkanal	Talcher Sub-division	Rasol	Rock-cut Vishnu together within land comprised of Survey plot Nos. 51 and 53.

DULE

Revenues plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks.
6	7	8	9	10
Whole of Survey plot Nos. 51 and 53	1.94 acres	North : Survey plot Nos. 92 & 93 East : Survey Plot Nos. 95, 108 & 112 South : Survey Plot Nos. 47, 50 & 52. West : Survey Plot Nos. 46, 47, 54, 55, 56 and 57.	Government	Worshipped during festival days.

[No. F. 4-34/61-C.1.]

S. J. NARSIAN,
Assistan Educational Adviser.

MINISTRY OF REHABILITATION**(Office of the Chief Settlement Commissioner)***New Delhi, the 7th December 1961*

S.O. 2947.—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints for the Union Territory of Delhi, Shri D. L. Bhalla, Assistant Settlement Commissioner in the office of the Regional Settlement Commissioner, Delhi as Authorised Deputy Custodian for the purpose of duties imposed on Custodian by or under the said Act with effect from 20th November, 1961 (Fore-noon).

[No. 6/30/56-ARG.]

New Delhi, the 11th December 1961

S.O. 2948.—In exercise of the powers conferred by Sub-Section (1) of Section 4 of the Evacuee Interest (Separation) Act, 1951, the Central Government hereby appoints for the Union Territory of Delhi, Shri Jagmandar Dass Jain as Competent Officer for the purpose of discharging the duties assigned to the Competent Officer by or under the said Act, within the said Territory, with effect from the forenoon of 5th December, 1961.

[No. 9(32)/ARG/61.]

S.O. 2949.—In exercise of the powers conferred by Sub-Section (i) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950) the Central Government hereby appoints for the State of Punjab Shri Balmukand Sharma Land Claims Officer under the Punjab Government as Deputy Custodian of Evacuee Property, in addition to his own duties, for the purpose of discharging the duties assigned to the Custodian by or under the said Act with effect from the date he took over charge of his office.

[No. 2(4)Admn.(Prop)/59/ARG.]

KANWAR BAHADUR,

Settlement Commissioner (A) and
Ex-Officio Dy. Secy.**MINISTRY OF LABOUR & EMPLOYMENT***New Delhi, the 26th October 1961*

S.O. 2950.—In exercise of the powers conferred by Sub-Section (1) of Section 19 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby appoints the officer mentioned in column (1) of the table below to be an Inspector for the purposes of the said Act within the local limits specified in column (2) of the said table and accordingly makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 962 dated the 15th April, 1961, namely:—

In the Schedule to the said Notification, after sub-item (xviii) of item No. 21, the following sub-item shall be inserted, namely:—

“(xix) Guntakal”

TABLE

<i>Designation of the Officer</i> (1)	<i>Territorial Jurisdiction.</i> (2)
Labour Inspector (Central Guntakal)	The States of Madras, Mysore, Kerala and Andhra Pradesh.

[LWI(I)-3(25)/60.]

CORRIGENDUM

New Delhi, the 8th December, 1961

S.O. 2951.—In the Notification of the Government of India in the Ministry of Labour and Employment bearing Number, LWI(I)7(3)/60, dated the 27th October, 1961 (S.O. 2829), published on page 2872, of Part II, Section 3(ii) of the Gazette of India dated the 4th November, 1961, in Note (1) for “so” read “no”.

[No. LWI(I)7(3)/60.]

K. D. HAJELA, Under Secy.

New Delhi, the 6th December 1961

S.O. 2952.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following report of the Central Government Court of Enquiry (Coal Mining Industry). Calcutta, in the industrial dispute between the employers in relation to the Coal Mining Industry and their workmen

CENTRAL GOVERNMENT COURT OF INQUIRY
(Coal Mining Industry)

PARTIES:

Employers in relation to the Coal Mining Industry

AND.

Their workmen.

PRESENT:

Shri L. P. Dave, Sole Member.

APPEARANCES:

Shri S. S. Mukherjee, Advocate, Shri D. Narsingh, Advocate & Mr W. J. Jameson—for Indian Mining Association.

Shri S. S. Mukherjee, Advocate—for Indian Mining Federation.

Shri S. S. Mukherjee, Advocate & Shri D. B. Raval—for Indian Colliery Owners' Association.

Shri D. Narsingh, Advocate—for National Coal Development Corpn. Ltd., and Messrs Singareni Collieries & Co. Ltd.

Shri Gulab Gupta and Shri S. Das Gupta—On behalf of Colliery Mazdoor Sangh.

Shri M. V. Desai—On behalf of Kovala Mazdoor Panchayat, Hind Mazdoor Sabha & Colliery Mazdoor Congress.

Shri Kalyan Ray—On behalf of Colliery Staff Association.

Shri Lalit Burman—On behalf of Indian Mine Worker's Federation.

REPORT

Dated the 21st November, 1961

The Central Government being of the opinion that an industrial dispute existed between the employers in relation to the Coal Mines Industry and their workmen considered it desirable to refer certain matters connected with or relevant to the said disputes to a Court of Inquiry. Hence, the Government of India in the Ministry of Labour & Employment issued Notification No. 1/33/60-LR-II dated 31st October 1960 constituting a Court of Inquiry with Shri G. Palit as Sole Member and referred to it certain matters which will be mentioned hereafter. A vacancy occurred in the office of the Sole Member of the Court of Inquiry due to the demise of Shri G. Palit and the Government of India thereupon issued a notification of even number on 27th May 1961 appointing me as the Sole Member of the Court of Inquiry. By a subsequent order of even number dated the 30th June, 1961, the terms of reference were slightly modified and the modified terms of reference are as under:—

1. Whether the system of employment of labour through or by contractors and Sub-contractors in the coal mining industry in the country can be abolished without impairing productivity, and, if so, in which case of employment and within what period.

2. To the extent that contract system cannot be abolished in the industry, what measures, statutory or otherwise, should be devised to ensure fair wages and conditions of employment to labour employed through or by contractors and Sub-contractors.

2. Notices were issued to the Indian Mining Association, the Indian Mining Federation, Indian Colliery Owners Association, Madhya Pradesh and Vidarbha Mining Association, the National Coal Development Corporation and Messrs Singareni Collieries Co. Ltd., the Indian National Mine Workers' Federation, the Indian Mine Workers Federation, the Koyala Mazdoor Panchayat, the Indian National Trade Union Congress, the Hindusthan Khan Mazdoor Sangh, the Mugma Coal Field Workers Union, the Bihar Koyala Mazdoor Sabha, the Chhattisgarh Colliery Workers Federation, the Madhya Pradesh Rastriya Koyala Khadan Mazdoor Sangh, the M.S.M. Railway Talcher Employees Association, the Colliery Mazdoor Sangh and the Colliery Staff Association. So far as employers were concerned, the Indian Mining Association, the Indian Mining Federation, the Indian Colliery Owners' Association, the National Coal Development Corporation and the Singareni Collieries Co. Ltd. appeared before the Court and filed their written statements. So far as workers were concerned, the Indian National Mine Workers' Federation, the Koyala Mazdoor Panchayat, the Colliery Mazdoor Congress, the Indian Mining Workers' Federation, the Bihar Koyala Mazdoor Sabha, the Colliery Staff Association, the Bihar Coal Miners Union, the Hindusthan Khan Mazdoor Sangh and the Mine Mazdoor Union and Chhattisgarh Colliery Workers Federation filed their written statements. Actually, however, only the representatives of the Indian National Mine Workers' Federation, Koyala Mazdoor Panchayat, the Colliery Mazdoor Congress, the Hind Mazdoor Sabha and the Indian Mine Workers Federation appeared before the Court and took part in proceedings before it. Representatives of other Unions did not appear before the Court, nor did they take any part in the proceedings before the Court except filing their written statements as stated above.

3. The Court heard the parties who also placed certain facts before the Court. The Court in company of the representatives of both the employers and the workers visited two collieries, one in the Jharia Coal Field area and the other in the Raniganj Coal field area. Evidence was then started to be recorded and one witness was actually examined. Further proceedings were then adjourned as the parties wanted time to negotiate an agreement. Ultimately on 30th October, 1961, an agreement (copy attached herewith) signed by the representatives of the Indian Mining Association, the Indian Mining Federation and the Indian Colliery Owners Association on the one hand and the Indian National Mine Workers Federation, the Koyala Mazdoor Panchayat, the Colliery Mazdoor Congress, The Hind Mazdoor Sabha and the Indian Mine Workers Federation on the other was placed before the Court. The Advocate appearing on behalf of the National Coal Development Corp'n. and M/s. Singareni Collieries Co. Ltd. also subscribed to the above agreement in so far as it related to the terms of reference before the Court. The parties also informed the Court that they did not want to produce any further evidence and that the Court should record its findings in terms of the above agreement. It may be noted that no other party appeared before the Court, either on behalf of the employers or on behalf of the workers.

4. Under the terms of agreement, it has been agreed that the system of contract labour should be abolished in the coal industry subject to certain exemptions. It was further agreed that certain categories out of categories which were directly connected with the raising and despatch of coal and manufacture and despatch of coke should be exempted, that is, in respect of these categories the system of contract labour may be continued and further that the contract system is to be continued in all processes not directly concerned with the raising and despatch of coal and the raising and despatch of coke. In all cases where contract labour is to continue, certain safeguards have been provided by the agreement. The agreement further lays down that all work except in the categories which are exempted should be taken over and carried on departmentally by the principal employer as early as possible, but not later than 30th September, 1962. It has been lastly provided that the operation of the agreement should be reviewed annually and that the first review should take place between 1st November 1962 and 15th November 1962. I have now got to consider as to what findings I should give on the points referred to me.

5. It appears that the practice of employing labour through contractors and entrusting certain kind of work to contractors has been in vogue in the coal industry for quite a long time. This practice has come in for severe criticism by several committees and commissions. Actually even the employers had at different times agreed to the abolition of the system subject to certain exemptions and conditions. Still the system has continued to be in force.

6. The first Commission which considered the system of contract labour in coal mines was the Royal Commission on Labour. It appears that at that time contractors were engaged mainly for recruiting labour and raising coal. The Royal Commission after considering the question of Raising Contractors, recommended "the gradual supersession of the raising contractor as such and the substitution of what is known as *sarkari* working" (See Page 120 of the Report, 1931).

7. In 1938 the Government of Bihar appointed a Committee known as Bihar Labour Enquiry Committee for undertaking enquiry into the conditions of industrial labour prevailing in the important industrial centres and industries in the Province with particular reference to each important industry and locality and to make such recommendations as may appear practicable for the purpose of improving the labour wages, conditions of work, employment etc. in the important industries of the localities concerned. The Committee submitted its report in 1940. Chapter IV of the report deals with recruitment. In para 76, the Committee has said that one of the methods of recruitment of labour was by contractors, jobbers or sardars. The Committee has also said that they were strongly of the opinion that recruitment through contractors should be discontinued as early as possible, but where it was found that contractors were for some time indispensable, they should be licensed by the State and should be required to maintain a register of all payments etc. If any of them was found guilty of unfair dealings with labour, the licence should be withdrawn and a further penalty imposed on them. The Committee further stated that they desired that the contractors should be compelled to conform to standards of conduct similar in effect to that which had recently been imposed on money lenders in Bihar. The Committee dealt with contract labour in Chapter V. The question of coal industry was considered by the Committee in Chapter XVIII. The Committee considered the case of raising contractors in paras 389 to 392 of their report. I would here only quote some of the remarks made by the Committee in para 392: "eight years ago the Royal Commission recommended that the contract system should be gradually abolished. We regret to find that the progress has been deplorably slow and more that there should be any desire to retrace the steps. We would prefer to see the system of raising contractors abolished as soon as possible. But in case it is found impracticable to abolish it, the conditions governing contract labour enumerated in Chapter V should be enforced".

8. A Committee known as Labour Investigation Committee was appointed by the Government of India in 1944 and it submitted its report in 1946. The Committee have referred to question of contract labour in Section II of Chapter IV of their report. The Committee referred to the reports of the Royal Commission on Labour, The Bihar Labour Enquiry Committee and the Bombay Textile Labour Enquiry Committee. The Committee have been observed "not only the Royal Commission but also the Bombay and Bihar Committees have suggested legal abolition of the system of contract labour, and we fully endorse that suggestion. Of course, we cannot expect that all contract work will be necessarily terminated; but some sort of distinction between essential and non-essential processes will have to be drawn. The Committee then referred to cases where certain kinds of work could be entrusted to contractors. They observed that "For example, if a textile factory owner calls a building contractor for painting or white washing, which are not part of the essential processes in the factory, there can be no objection; but the manner in which employers seek to avoid their obligations towards workers by delegating even essential processes (for example mixing, or bleaching in a textile mill or raising of coal in a coal mine, etc.) can and should be prohibited". The Committee then referred to Public Works Department labour and said that they did not wholly agree with the view of the Royal Commission on Labour that employment through contractors was the only satisfactory method in the case of Public Works Department labour. The Committee then stated that their survey of Central Public Works Department labour showed that the contract labour was not favourably placed. The Committee finally observed "The only method of tackling the problem, therefore, is to regulate the conditions of contract labour in all industries, where its existence is inevitable".

9. In 1945, a survey into the conditions of labour in the coal mining industry was made by Mr. S. R. Deshpande at the instance of the then Department of Labour. His report showed that the contract system was prevalent to a large extent in the coal mining industry. He referred to raising contracts, commission contracts, petty contracts and managing contracts.

10. In December 1945 the Government of India appointed a Committee known as Indian Coal Fields Committee and this Committee submitted its report in September, 1946. It referred to the contract system in paras 14 to 18 of Chapter XV of its report. The Committee recommended that the raising contract system should be abandoned as early as possible.

11. In 1947 the Government of India appointed a Board of Conciliation for promoting a settlement of certain disputes in the collieries in Bengal and Bihar. The Board has referred to the question of contract system in para (23) of their report. There they have observed "We are emphatic that the time has now arrived when it (raising contract system) should be fully and finally abolished. It has undoubtedly led to widespread irregularities and mal-practices and we unreservedly condemn it". The Board then mentioned that they made an exception as to overburden removal. They felt that "mal-practices could be avoided by payment from the contractor's account to the workers direct by the management, in conformity with a list of earnings submitted by the contractor, which would be subject to scrutiny". The Board finally observed, "So long, however, as the contract system continues, the labour employed therein and also in all piece-work systems, shall be paid direct by the Management, and such labour shall be entitled to all the amenities enjoyed by workers of the same categories as if directly employed".

12. In 1949, the Government of India appointed a Railway Colliery Enquiry Committee which submitted its report in 1950. The Committee recognised that abolition of contract system was desirable, but they suggested postponement thereof. Incidentally, it may be mentioned that one of the members dissented from the majority as he was of the opinion that abolition should be immediate and that there was no excuse for the continuance of the system.

13. The question of contract labour came before the different sessions of the Industrial Committee on Coal mines. In the first session held in January, 1948, this question was discussed and ultimately there was general agreement that with the assurances given the matter could be left to be suitably dealt with by Government. The question was again considered in the second session of the Industrial Committee held in September, 1948. It appears that the labour representatives pressed for the abolition of the system, while it was urged on behalf of employers that certain kinds of contract labour could not be dispensed with. Ultimately it was agreed that the question needed more detailed examination. The question was again raised in the fourth session of the Industrial Committee held in April, 1952, when after discussion it was decided that the question should be further examined.

14. The matter then once again came before the fifth session of the Industrial Committee held in August, 1956. It appears that a Sub-committee was appointed to consider certain items, one of which was abolition of contract labour. It was agreed by the employers' and workers' representatives that the contract system should be abolished within a specified period. The workers' representatives desired abolition within a period of six months while the employers' representatives were unable to specify any period. The employers' as well as workers' representatives agreed that there should be no further extension of the contract system. In other words, wherever contract system was not in vogue before, there should be no substitution of the departmental system by the contract system. It was also agreed and this was already in accordance with the Standing Orders of the collieries that the employers would accept the responsibility of supervising payment to contract labour. The workers' representatives, however, desired that the responsibility for payment to contract labour should also rest on the principal employer.

15. Regarding the general question of abolition of contract labour, the employers' representatives were of the view that the abolition of contract system would be feasible only with the exemptions enumerated below:—

- (1) Sinking of pits and driving of inclines.
- (2) Sand loading.
- (3) Coal loading and unloading.
- (4) Dyke cutting.
- (5) Overburden removal and earth cutting.
- (6) Building.
- (7) Brick making.
- (8) Tile making.
- (9) Soft coke making.
- (10) Road making and repairing.
- (11) Manufacture and repair of coal tubs.

It was suggested that Government should undertake legislation for the abolition of contract system. In determining the exceptions to the general rule of abolition of the system, they would consult the employers' and the workers' representatives before finalising the list. This was, however, not agreed to by the employers' representatives. They insisted that the list of exemptions should be finalised before they could agree to any legislation for abolition of the contract system.

16. The matter then came before the open session of the Industrial Committee. The proceedings show that there was complete agreement on the principle of abolition of contract labour; and the only difference between the employers' representatives and the workers' representatives was about the categories to be exempted from the abolition of contract system. Ultimately it was found that it was not possible to go into all the details at that stage and the workers' and the employers' organisations were asked to send separate memoranda on the subject within a period of six weeks, after which the whole position was to be carefully examined.

17. At the next (sixth) session of the Industrial Committee held in February, 1959, there was some discussion regarding the categories of work that might be allowed to remain under the contract system. Individual items of work were considered but no final agreement could be reached. Hence a Committee was appointed to carry out a study and submit a report covering all aspects of the question with special reference to the categories of work which could be allowed to remain on contract basis. At the seventh session of the Industrial Committee held in April, 1960, it was decided that in view of the difficulties experienced in conducting a joint study, it was agreed that a Court of Inquiry should be constituted. It was accordingly that this Court was constituted.

18. There can be no doubt that the system of contract labour deserves to be abolished. I have mentioned above the decisions of various committees on this point. The system has led to many mal-practices. To illustrate this, I may mention only one fact. It is that in cases where contracts are given for raising coal, the contractor is being paid an amount which is (much) less than the price fixed by Government. The industry is agitating that the price fixed by Government is not adequate. Would a contractor accept a contract for a lesser amount unless it gives him a profit? For this, he must resort to mal-practices. Actually when I visited one of the collieries by surprise, I learnt that the labour was not paid all its dues. I found that the Contractor was not properly maintaining the Attendance Register; and persons who were found actually working were shown as absent in the Register. This must be with a view to avoid payment of bonus and other benefits. This is only one instance showing that the contract system has led to mal-practices. This fact was recognised by the Conciliation Board as long ago as 1947 and they mentioned that the contract system had undoubtedly led to wide spread irregularities and mal-practices and they had unreservedly condemned it. It may be noted that there were two members representing industry on this Board.

19. Actually, it has been the policy laid down by the Government in the Second and Third Five Year Plans that contract labour should be abolished. Even the terms of reference to this Court presuppose that the system has got to be abolished and what the Court has been asked to consider is whether it can be abolished without impairing productivity and in which case of employment. I have therefore no hesitation in holding that the system of employment of labour through or by contractors deserves to be abolished.

20. This brings me to the important questions as to whether this can be done without impairing productivity and in which cases of employment. This point has been made much easier for me by an agreement arrived at between the employers and the workmen. The agreement has been signed and accepted by the three Principal Associations representing the employers and three Principal Associations representing labour. The Singareni Coal Co. Ltd. and the National Coal Development Corporation have also accepted the agreement. In other words, the agreement has been subscribed to by a great majority of the owners and a majority of the workers. As I mentioned above, a copy of this agreement is annexed herewith.

21. Under the terms of agreement, it has been agreed that the system of contract labour has to be abolished in the industry except in the seven categories mentioned in the agreement. It has been agreed that all processes directly connected with raising and despatch of coal and manufacture and despatch of coke should be the direct responsibility of the principal employer except in the seven categories mentioned in the agreement. It has also been agreed that in

processes not directly concerned with the raising and despatch of coal and manufacture and despatch of coke, work may be got done through contractors, but the principal employer has to ensure the observance of fair labour standards and fair labour practices.

22. So far as these latter processes are concerned i.e. the processes not directly concerned with the raising and despatch of coal and manufacture and despatch of coke, it may not be proper and/or practicable to get the work done departmentally. Such processes would cover construction and repair of roads, construction and repair of buildings and making of tiles and bricks. Such work would usually be of a temporary or intermittent nature and it would not be fair to expect the industry always to get such work done departmentally. There would be nothing wrong if such work is entrusted to contractors who can do it more quickly, economically and efficiently.

23. So far, however, as processes directly concerned with the raising and despatch of coal and manufacture and despatch of coke are concerned, that is the principal work of the coal industry. Normally such work must be done departmentally. An exception has been made in the case of seven categories mentioned below:—

- (i) Sinking of pit and driving of inclines,
- (ii) Sand loading,
- (iii) Dyke cutting and driving of stone drifts and miscellaneous stone work underground,
- (iv) Coal loading and unloading, provided that the Principal Employer shall engage a nucleus of wagon and truck loaders to whom regular work can be guaranteed; the number of such nucleus to be reviewed quarterly,
- (v) Miscellaneous civil engineering works of an irregular and intermittent nature,
- (vi) Overburden removal and earth cutting,
- (vii) Soft Coke manufacturing.

I shall proceed to discuss these categories one by one.

24. The first category is regarding sinking of pits and driving of inclines. I am told that this work is of a temporary and preliminary nature. It would end as soon as the pits are sunk and inclines driven. Hence it would not be economical to the employer to engage permanent workers for the same to get this work done departmentally. I would accept the agreement at this stage and allow this work to be done through contractors at present. Under the agreement, there is to be a review of work every year and this category may be reviewed later on. It may be considered whether this work cannot be done departmentally by engaging workmen by the principal employer on a temporary basis. The work is not such that it would be over within a few days and the question of abolition of contract system in this category may be reviewed later on.

25. The second category is about sand loading. I am told that this work is seasonal and that it can not be done in the monsoon. I must mention that I am not quite satisfied that the work cannot be done departmentally. In view, however, of the agreement between the industry and the labour, I would allow this work to be continued to be done by contract labour for the present and would leave it to the parties to review this point later on.

26. The third category is Dyke cutting and driving of stone drifts and miscellaneous stone work underground. This work would be not only temporary but also intermittent and there would be no objection in its being allowed to be done through contractors.

27. The fourth category is coal loading and unloading. The agreement on this category contains a proviso that the principal employer shall engage a nucleus of wagon and truck loaders to whom regular work can be guaranteed the number of such nucleus to be reviewed quarterly. I am told that the position of wagon supply is not regular and sometimes extra work of loading and unloading may be required to be done, and that such work would be of a temporary nature and hence it is said that it may be allowed to be done through contractors. This is, however, likely to lead to mal-practices. For instance, an employer may engage a nucleus of loaders at much less than his normal and usual requirements and thus evade doing the work departmentally. I am however accepting the agreement only because it is agreed that it would be reviewed later on.

28. The fifth category deals with miscellaneous civil engineering works of an irregular and intermittent nature. By their very nature, such work would be both temporary and intermittent and there would be nothing wrong if it is allowed to be done through contractors.

29. The sixth category deals with overburden removal and earth cutting. This is a work of temporary nature and would be over as soon as overburden is removed and earth cut. This category, however, would require careful scrutiny at the review to see whether the work is not such as can be done departmentally by engaging labour on a temporary basis, as in the case of first category mentioned above.

30. The last category excepted in the agreement is of manufacturing soft coke. It is sought to be exempted on the ground that the work is fluctuating and would depend on the demand of soft coke. Here again, I am not quite satisfied whether the work cannot be done departmentally and whether getting the work done through contractors is not liable to be abused. I am, however, accepting this exemption because of the agreement between the employers and the labour. I would certainly desire that it would be carefully reviewed later on.

31. My decision on the first point referred to me, therefore, would be that the system of employment of labour by or through contractors in the coal mining industry can be abolished without impairing productivity in cases where processes directly concerned with the raising and despatch of coal and manufacture and despatch of coke are concerned except in the case of seven categories mentioned above. The exempted categories should be reviewed every year, especially categories 1, 2, 4, 6 and 7 to see whether the exemptions can and should be discontinued. It has been agreed that the system, where it is to be abolished, should be abolished as early as possible, but in any case not later than 30th September, 1962. In this connection, I would suggest that the industry may take steps to abolish the system by slabs, the first slab to come into operation on the 1st March, 1962, the second on the 30th June, 1962 and the last on 30th September, 1962.

32. The second point referred to me is to the extent that the contract system cannot be abolished, what measures should be devised to ensure fair wages and conditions of employment to labour employed through/or by contractors and sub-contractors. In the agreement entered into by the parties, it has been agreed that in cases where the system of contract labour is to be retained, the principal employer should either make payments of the wages direct or remain responsible for seeing that wages are paid and that such payment should be made from principal employer's office; and further that the principal employers are to ensure the observance of fair labour standards and fair labour practices with particular reference to payment of correct rates of wages and amenities to which workmen engaged in such processes are entitled, either under an Award, Enactment or Agreement. I am told that even now when a contract is given, there is usually a clause in the contract that the contractor will pay proper wages to the labour. In actual practice, however, this clause is not given effect to by the contractor. The agreement, therefore, lays down that the principal employer should either make payment of the wages direct or remain responsible for seeing that wages are paid and that such payment should be made from principal employer's office. In my opinion, however, this would not always be quite sufficient, because as the laws stand now, it would be difficult if not impossible for a workman who is not paid by the contractor to obtain wages from the principal employer. The provisions of the Payment of Wages Act, 1936, are not clear and are liable to be interpreted as meaning that an employer is not responsible for payment of wages to a person employed by a contractor. I would, therefore, suggest that the Payment of Wages Act should be suitably amended in this connection. This would enable a contractor's labourer to claim wages from the principal employer, by making an application to the authority appointed under Payment of Wages Act.

33. I would also suggest amendment of the definition of 'employer' as given in the Industrial Disputes Act, 1947. The principal employer is, under the present definition, not an employer, in cases of workmen employed by a contractor. The definition should be so amended that the principal employer would come under the definition, even in respect of workmen employed by a contractor. In this connection, clause (e) of Section 3(14) of the Bombay Industrial Relations Act would serve as a useful guide.

34. I may here also mention that the definition given in the Workmen's Compensation Act, 1923 and Mines Act, 1952 are wide enough to cover the responsibilities of the employer in cases of labour employed by or through contractors. Section 12 of the Workmen's Compensation Act makes the principal employer

liable to pay compensation even in the case of a workman employed by a contractor. The definition of owner given in Section 2(1) of the Mines Act mentions that "any contractor for the working of a mine or any part thereof shall be subject to the Mines Act in like manner as if he were an owner, but not so as to exempt the owner from any liability".

35. I would, therefore, suggest that suitable amendments be made both in the Payment of Wages Act and in the Industrial Disputes Act. I may add that all the representatives of the employers and all representatives of workmen who appeared before me agreed to this.

36. I would make one more recommendation and it is about licencing of contractors. The Bihar Labour Enquiry Committee had recommended that contractors should be licenced by the State and should be required to maintain a register of all payments etc. In my opinion, this recommendation deserves to be carried out in cases where a contractor employs one hundred workers or more. I would suggest that giving of licences to contractors should be on a liberal scale, so that there may not be the evils of monopoly. A security deposit should be taken from the contractor, so that it would safeguard the interests of both the principal employer as well as the labour. There should be a condition in the licence that if a contractor was found guilty of unfair labour practices or non-payment of fair and proper wages to his labourers, his licence would be cancelled without his having a right to claim compensation and his security deposit may be forfeited in such cases. It may even be made a penal offence if a contractor is found guilty of unfair labour practices on more occasions than four or five.

37. My finding on the second point referred to me therefore would be that the measures necessary to ensure fair wages and conditions of employment to labour employed through or by contractors and Sub-contractors would be firstly, that the principal employer should either make payment of wages direct or remain responsible for seeing that wages are paid and that such payment should be made from the principal employer's office and further that the principal employer should ensure the observance of fair labour standards and fair labour practices; secondly, that suitable amendments should be made in the Industrial Disputes Act and the Payment of Wages Act, and thirdly, that a system of licencing contractors should be introduced.

38. To sum up, I adopt the agreement entered into by the parties as the basis of my report and would hold that the said agreement should be accepted at present, and that in all processes directly connected with the raising and dispatch of coal and manufacture and dispatch of coke, contract labour should be abolished as early as possible, and in any case not later than 30th September, 1962, except in the seven categories specified in Para 2 of the agreement, and that the other provisions in the agreement should also be accepted. I, however, accept the agreement, subject to the following modifications:—

- (i) At the time of reviewing the question every year, special attention should be given to categories 1, 2, 4, 6 and 7 and wherever possible steps should be taken to gradually abolish contract labour in these categories also.
- (ii) Suitable amendments should be made in the Industrial Disputes Act and Payment of Wages Act as recommended above.
- (iii) No one should be allowed to work as a Contractor unless he holds a valid licence and rules for issuing licences should be framed so as to include suggestions made above.

BEFORE THE CENTRAL GOVERNMENT COURT OF INQUIRY, DHANBAD

Reference No. 1 of 1960

Employers in relation to the Coal Industry.

and

Their workmen.

The parties above-named after mutual discussion have come to a settlement on the above Reference on the terms and conditions as detailed below:—

1. In view of the recommendations of the various sessions of the Industrial Committee on Coal Mining and the sessions of the Indian Labour Conference and the sessions of the Central Implementation and Evaluation Committee, it is hereby agreed that the system of contractor labour shall be abolished in the Coal Industry, subject to exemptions detailed hereunder.

2. It is further agreed that all processes directly connected with the raising and despatch of coal and manufacture and despatch of coke shall be the direct responsibility of the principal employer and all workers engaged therein shall be the employees of the principal employer except in the following categories:

- (i) Sinking of pit and driving of Inclines,
- (ii) Sand loading,
- (iii) Dyke cutting and driving of stone drifts and miscellaneous stone work underground,
- (iv) Coal loading and unloading, provided that the Principal Employer shall engage a nucleus of wagon and truck loaders to whom regular work can be guaranteed; the number of such nucleus to be reviewed quarterly,
- (v) Miscellaneous civil engineering works of an irregular and intermittent nature,
- (vi) Overburden removal and earth cutting,
- (vii) Soft Coke manufacturing.

Provided further that where work in any one or more of the aforesaid categories of work is being carried on departmentally in any colliery by the principal employer, the same shall continue to be done departmentally as before.

3. That all work, except in the aforesaid categories of work, shall be taken over and carried on departmentally by the principal employer as early as possible but not later than 30th September 1962, and that all workers employed by or through contractors should be employed by the principal employer if the particular work is to be continued. The terms and conditions of service of such workers shall be settled mutually by the Union and the Employer at the Colliery level.

4. That in such cases, the principal employer should either make payment of the wages direct, or remain responsible for seeing that wages are paid and that such payments shall be made from the principal employer's office and the Principal Employer shall also ensure the observance of fair labour standards and fair labour practices as in para six below.

5. That for the purposes of this Agreement, any person entrusted with the producing as well as selling of coal in a mine shall be deemed to be the principal employer.

6. That in the processes not directly concerned with the raising and despatch of coal and the manufacture and despatch of coke the principal employer shall ensure the observance of fair labour standards and fair labour practices, with particular reference to the payment of correct rates of wages and amenities to which workers engaged in such processes are entitled either under an award, enactment or agreement.

7. That the operation of this agreement shall be reviewed annually and the first review shall take place between 1st and 15th November, 1962.

It is therefore humbly prayed that your Honour may kindly be pleased to make a report to the appropriate Government accordingly.

Dated the 30th October, 1961.

Sd. D. Narsingh.
S. S. Mukherjee, Advocate,
Indian Mining Association.

Sd. M. Das
S. S. Mukherjee, Advocate,
Indian Mining Federation

Sd. D. B. Ravel,
S. S. Mukherjee, Advocate,
Indian Colliery Owners Association.

Sd. Gulab Gupta,
Indian National Mine
Workers Federation.

Sd. Mahesh Desai,
Koyala Mazdoor Panchayat
Colliery Mazdoor Congress
Hind Mazdoor Sabha.

Sd. Kalyan Roy,
Indian Mine Workers
Federation.

I subscribe to the above agreement on behalf of M/s. Singareni Collieries Co. Ltd. and M/s. National Coal Development Corporation Ltd. in so far as it relates to the terms of reference before this Hon'ble Court.

The 30th October 1961.

Sd. D. Narsingh,

[No. 1/33/60-LRII.]

S.O. 2953.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the New Huntodih Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 8 OF 1961

PARTIES:

Employers in relation to the New Huntodih Colliery

AND

Their workmen

PRESENT:

Shri L. P. Dave, Presiding Officer

APPEARANCES:

Shri Rabindra Nath Mukherjee, *For the Employers*

Shri Gulab Gupta, *For the Workers*

STATE: Bihar

INDUSTRY: Coal Mines.

AWARD

Dated November 20, 1961.

By order No. 1/92/60-LRII dated 31st December 1960, the Central Government referred the industrial dispute existing between the employers in relation to the New Huntodih Colliery and their workmen in respect of the question whether all workmen were entitled to the payment of sick khoraki, irrespective of the period of their attendance and if not what should be the requirements for being eligible to receive this payment for adjudication to the Industrial Tribunal, Dhanbad. By subsequent Order No. 4/90/61-LRII dated 9th June 1961, the proceedings in relation to the above dispute were transferred from the Dhanbad Tribunal to this Tribunal for disposal according to law.

2. By their written statement, the workmen contended that the question of quantum or rate of sick khoraki had been settled by the award of Shri A. Das Gupta, but the management was not fully implementing the said award and that it was giving sick khoraki at a reduced rate. The workmen further contended that the award did not prescribe any attendance qualification for the payment of sick khoraki and that the management pays sick khoraki if the minor puts in attendance of 190 days and other workman put in attendance of 240 days; that the attendance qualification is unjustified, because according to it, a workman would not be entitled to any sick khoraki if he unfortunately fell ill during the first year of his service. The Conciliation Board had also not prescribed any restrictions in this connection. The management had during conciliation proceedings relied on the model standing orders; but the workmen contend that the said orders have not acquired any legal status. The management had also urged during conciliation proceedings that their present practice had been in vogue for many years and should not be disturbed, but the workmen contend that they were entitled to raise a dispute even if the practice was there for a long time. They prayed that an award should be passed to the effect that the management should grant sick khoraki to all its workmen in terms of the award of Shri A. Das Gupta regardless of any conditions relating to attendances.

3. By their written statement, the employers contended that the subject matter of the present dispute concerns the entire coal mining industry and as such singling

out the present employers offended against the Constitution. They further contended that the attendance qualification was not the subject matter of the decision before Shri Das Gupta and the question of entitlement to sick khoraki was not governed by law or by an award and was not uniform in the coal industry; that the qualification for and the period of sick khoraki varied from colliery to colliery; that the entitlement of leave with pay, train fare, lay-off compensation envisaged particular qualifying attendance; that the model standing orders framed by the Government also prescribed particular attendance before a workman was entitled to sick leave and sick khoraki; that it is equitable that the sick khoraki should be paid only to workman who have completed a period of 12 months continuous service.

4. The workmen submitted a rejoinder to the above written statement. It was almost to the same effect as their original written statement.

5. The first contention of the employers is that this reference is invalid in law, because the dispute raised in it is a dispute which affects all collieries and still a reference had been made only in respect of the present colliery. It was therefore said that this amounted to discrimination and would be illegal under the provisions of the Constitution of India. I do not agree with this contention. It may be that the present question may be common to other collieries also and that there may be a similar dispute in other collieries. That, however, would not mean that the Government cannot make a reference in relation to only one particular colliery. It may be that the workmen of other collieries may not have approached the Government for making a reference or it may be that the workmen of other collieries may not be dissatisfied with the conditions prevailing there. If the workmen of a particular employer raise a particular dispute against him and request the Government to make a reference to the Industrial Tribunal, the Government would be perfectly justified in making a reference in relation thereto. Government is not bound to make any industry-wise reference though it may have the power to do so. It does not amount to discrimination if the Government make a reference in respect of a matter which comes up before it. If the argument advanced by the employers were to be accepted, the Government would not be able to make a reference on a point like wages or leave or other conditions of service in respect of any individual employer; because it could then be said that it would amount to discrimination as other employers would be interested in the questions referred to the Tribunal. I think that the present reference is perfectly valid.

6. This brings me to the important question as to whether there should be any qualifying attendance, before a workman is entitled to sick khoraki. The employers urged that a workman would be entitled to sick khoraki only after he completes one year's continuous service, that is, after he puts in an attendance of 240 days in a continuous period of twelve months. On the other hand, the workmen urged that a person is entitled to sick khoraki irrespective of the length of service and he would be entitled to sick khoraki even though he may not have completed one year's continuous service.

7. The Conciliation Board's award on this point is not clear. The award mentioned that the arrangements for sick leave then existing were generally adequate and the Board believed that prescribing hard and fast rules in this connection would often militate to the worker's disadvantage. In other words, the Board continued the existing arrangements. This question was not raised before the All India Collieries Disputes Tribunal and we have no decision on the point. Subsequently certain matters were referred to the arbitration of Shri Das Gupta. The question of sick khoraki has been considered by him in issue 15 of his award. The issue was regarding revision of the rates of sick khoraki. It had nothing to do with the question whether there should be any qualifying attendance before the person was entitled to sick khoraki. Actually Shri Das Gupta has stated in his award that his jurisdiction was very limited; that he could only suggest a revision of the rates of sick khoraki, but he could not direct those collieries which did not pay sick khoraki to make such payments.

8. It appears that the practice in the collieries about the payment of sick khoraki or about qualifying service in respect of sick khoraki is not uniform. Some collieries pay sick khoraki irrespective of the length of service of a workman, while some collieries give sick khoraki only after the workman has completed one year's continuous service. There are also some collieries which do not pay any sick khoraki at all. Then again there are collieries which do not pay sick khoraki for the first three days of sickness, but make payment later on.

9. In considering whether there should be any qualifying service before sick khoraki can be ordered to be paid, I cannot rely on any practice, as the practice is

varying from colliery to colliery. I would therefore have to decide the question on general principles.

10. A workman is not expected to remain fit all throughout and that is why provision is made for sick leave and sick khoraki. Again a person cannot be certain that he could not fall ill during the first year of his service. Sickness is not a matter of one's choice, nor does one get advance intimation or notice about it. To refuse sick khoraki to a person during the first year of his service would not be fair. A person would be in greater need of money when he falls sick. Whether the sickness is in the first year of service or in later years would and should make no difference. I think that the benefit of sick khoraki should be given to a person irrespective of the length of his service.

11. It was said that a person is not entitled to benefits unless he has put in one year's continuous service and in this connection reference was made to getting leave with pay, train fare, lay off compensation, etc. The principles governing these benefits cannot be applied to sick leave or sick khoraki. As I mentioned above, sickness is beyond one's control, and one cannot anticipate as to when he would fall ill. Getting leave with pay is a sort of getting earned leave. A person earns leave only after he works for a particular time and he can take it at his convenience. Leave for sickness would have to be taken without one's anticipating his requirements on the point. Similarly a person is entitled to train fare or to re-trenchment relief or lay off compensation only after he puts in a particular period of service, because he gets these benefits only as a result of his having worked for a particular period. These principles cannot govern the case of sick khoraki.

12. It was then argued that a person may abuse the privilege of sick leave and sick khoraki. This can be avoided if it is ordered that a person would get sick khoraki only if his sickness is certified by the medical officer of the colliery. In such a case, there will be little chance of the above privilege being abused.

13. It was then argued that according to the model standing orders framed by the Government, a person was entitled to sick khoraki only after he had put in one year's continuous service. The model standing orders have not yet been enforced in the case of all collieries. The Government have framed orders and I understand that the workers have raised several objections thereto. The orders cannot, therefore, have legal force.

14. On the whole, after having given careful consideration to the point before me, I am of the opinion that the workmen should be held entitled to the payment of sick khoraki irrespective of the period of his attendance, provided his sickness is certified by the Medical Officer of the employer.

I pass my award accordingly.

L. P. DAVE,
Presiding Officer.

[No. 1/92/60-LRII.]

S.O. 2954.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial disputes between the employers in relation to the Kustore Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

REFERENCE No. 49 of 1961

PARTIES:

Employers in relation to the Kustore Colliery

AND

Their workmen.

Dhanbad, dated the 22nd November 1961

PRESENT :

Shri Salim M. Merchant, B.A.L.L.B.,—Presiding Officer,
Central Govt. Industrial Tribunal, Dhanbad.

APPEARANCES :

Shri D. Narsingh, Advocate, with Shri D. N. Chakravarty, Chief Personnel Officer, for the company.

Shri P. B. D. Chaudhury, General Secretary, Colliery Staff Association, for the workmen.

STATE: Bihar.

INDUSTRY: Coal.

AWARD

The Government of India, Ministry of Labour & Employment by Order No. 2/9/60-LRII dated the 27th June 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 47) was pleased to refer the industrial dispute between the parties above named in respect of the subject matter specified in the schedule reproduced below, for adjudication to me.

SCHEDULE

"Whether the dismissal of Shri Satish Chandra Bhattacharjee, Shale Picker, by the management of the Kustore Colliery was justified and if not, to what relief is he entitled?"

After the usual notices were issued, Shri P. B. D. Choudhury, General Secretary of the Colliery Staff Association filed the statement of claim on 26th July 1961 to which the company filed its reply statement on 28th August 1961.

This dispute has been raised over the dismissal of S. C. Bhattacharjee by letter dated 7th August 1958 from the service of the Kustore Colliery. The union has challenged the dismissal as being illegal and improper on various grounds stated in its written statement. It seems that there had been an earlier industrial dispute between this company and its workmen,—being Reference No. 53 of 1958 on the file of this Tribunal relating to whether having regard to the nature of the duties performed by S. C. Bhattacharjee, he should be designated as loading clerk under the Coal Award or whether he was properly designated as shale picker. That dispute was decided by my predecessor, the Late G. Palit, on 30th November 1960 against the workman Bhattacharjee. Evidently, because of pendency of certain proceedings before the Hon'ble Patna High Court in the earlier reference, the question of dismissal of Bhattacharjee was not referred to adjudication earlier.

The management in its written statement in this reference has urged that Bhattacharjee's dismissal was justified because this workman had disobeyed a valid and lawful order of the management transferring him to Burragarh colliery as shale picker after all the shale pickers in the Kustore colliery had been retrenched. According to the management, Bhattacharjee wrongfully refused to comply with that order, whereupon a charge sheet was served on him and an enquiry was held at which he was found guilty of the misconduct with which he was charged and consequently he was dismissed by notice dated 27th August 1958. After the parties filed their written statements, but before this dispute could be fixed for hearing, an application dated 8th September 1961 was received from Bhattacharjee in which he stated that he had settled his claim in this reference with the management on receipt of final payment made to him and that he had decided not to proceed with this reference due to his having no claim subsisting against the management. He concluded the petition by stating:

"It is therefore most humbly prayed that the above Reference be kindly dropped and considered as withdrawn."

Upon receipt of this application notice was issued on the parties to state whether the dispute had been settled as stated in the said application and the case was boarded for hearing on 17th November 1961, and taken up for hearing on 18-11-1961.

At the hearing, the management produced a stamped receipt for Rs. 1800/- (eighteen hundred) dated 8th September 1961 passed by S. C. Bhattacharjee in its favour (Ex. E.1). The receipt stated that the sum of Rs. 1800/- was paid to him, "In full and final settlement of all his accounts, dues and claims leaving no outstanding dues whatsoever as he has resigned and withdrawn his Tribunal case No. 49 of 1961 from the Dhanbad Tribunal." The payment has been witnessed by Shri A. K. Bhattacharjee, admittedly the brother of S. C. Bhattacharjee, and another workman. Along with this S. C. Bhattacharjee also addressed a letter dated 8th September 1961 (Ex. E.2) to the General Manager Kustore colliery recording therein that he had voluntarily withdrawn the present case i.e. Ref. No. 49 of 1961, and

that he was voluntarily submitting his resignation and had no grievance or claim outstanding against the company.

Shri B. P. D. Choudhury, General Secretary of the Colliery Staff Association, has opposed the application of the management for dismissal of this dispute as settled and he has argued that the settlement by Bhattacharjee was not binding on the union as had raised this industrial dispute. Shri Choudhury, however, admitted that Rs. 1800/- had been paid by the company to Bhattacharjee and also did not deny the two writings Exhibits E.1 and E.2, relied upon by the management. Shri Choudhury, however, wanted to produce the S. C. Bhattacharjee to prove that this settlement had not been properly reached. I, therefore, gave him time to do so. Shri Bhattacharjee appears to have attended the court for sometime during the after-noon Session on 18th November 1961 but when the case was called out he remained absent. Thus, Shri Choudhury has not been able to establish that the settlement was not properly reached. In view of the fact that this industrial dispute was raised in respect of the dismissal of S. C. Bhattacharjee and as he has settled all his claim in respect thereof, the dispute cannot be said to survive. It is no doubt true that a dispute with regard to the dismissal of an individual workman becomes an industrial dispute only if a large number of workmen or a union of the employees espouse the cause of the dismissed workman. No doubt, in this case the Colliery Staff Association had espoused the case of S. C. Bhattacharjee and thereupon it became an industrial dispute. But since the workman Bhattacharjee has compromised his claim in this disputes by accepting the sum of Rs. 1800, admissible paid by the employers to him and has resigned from service and further as he does not desire that the union should prosecute his case any further, I fail to see what remains to be adjudicated upon.

In the circumstances stated above, I dispose of this industrial dispute as having been settled out of court.

Shri Choudhury has prayed for an order for costs in favour of the union against the management. In my opinion, the conduct of the management in settling this dispute with Bhattacharjee direct without the knowledge and without consulting the Union which had raised the industrial dispute and which was on record, was in violation of the spirit of the code of discipline in industrial relation. The conduct of S. C. Bhattacharjee in settling this dispute without the knowledge of the union which had espoused his cause, may well be characterised as being disloyal to the Union. Such conduct on the part of the employers and the workmen is to be discouraged in the interest of good industrial relations. I think, therefore, that an order for costs in favour of the union, against the management would be justified. I, therefore, direct the management to pay the Colliery Staff Association Rs. 100/- (rupees one hundred) as costs in this reference. The costs to be paid within 7 days of the publication of this award.

SALIM M. MERCHANT,

Presiding Officer,
Central Govt. Industrial Tribunal, Dhanbad.

[No. 2/9/60-LR.II.]

New Delhi, the 7th December, 1961

S.O. 2955.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Assam Railways and Trading Company Limited, and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

Reference No. 44 of 1960

Employers in relation to the Assam Railways and Trading Co. Ltd..

AND

their workmen.

PRESENT :

Shri Salim M. Merchant, Presiding Officer
Dhanbad : Dated 20th November 1961

APPEARANCES :

For the employers.—Shri K. B. Bose, Counsel, with Shri S. S. Mukherjee, Advocate.

For the workmen.—Shri Kantl Mehta with Shri Gulab Gupta for the Indian National Mine Workers' Federation to which the Assam Colliery Mazdoor Congress is affiliated.

Shri Mohanlal Mukherjee, Vice-President, Assam Coal Mines Workers' Union Ledo.

STATE: Assam.

INDUSTRY: Coal.

AWARD

The Government of India, Ministry of Labour and Employment, by Order No. 4/57/60-LRII dated 24th September 1960 was pleased to refer the industrial dispute between the parties abovenamed in respect of the subject matter specified in the following schedule to the said order to me for adjudication:—

SCHEDULE

“Determination of the wage structure of all the workmen employed in the collieries of Assam Railways and Trading Company Limited in terms of the settlement dated the 31st July, 1959.”

2. After the usual notices were issued, the General Secretary of the Assam Colliery Mazdoor Congress filed its written statement of claim on behalf of the workmen represented by that union on 4th November 1960, to which the Assam Railways and Trading Co. Ltd., Margherita, (hereinafter referred to as the company), filed its written statement in reply dated 10th December 1960. An application was made to my learned predecessor, the late Shri G. Palit, by the Assam Colliery Workers' Union to be added as a party to the dispute. Shri Palit, by order dated 29th December 1960, was pleased to add that union as a party to this reference and to take on file its written statement of claim dated 29th December 1960. A review petition against that order was filed by the Indian National Mine Workers' Federation, but by an order dated 3rd January 1961, Shri Palit was pleased to reject the review application as not maintainable. Thereafter, at the request of the parties, the hearing of the dispute was taken up by me at Calcutta on and from 7th August 1961, and on 9th August 1961 the company filed its written statement in reply to the written statement of the Assam Colliery Workers' Union. After the hearing had concluded parties stated that they were negotiating for a settlement, but later I was informed by the Indian National Mine Workers' Federation that no settlement had been reached.

3. Before dealing with the various contentions of the parties, it is, I think, necessary to give a brief resume of the events leading up to this dispute. This company, owns four collieries situated in Assam, whose production accounts for 70 to 75% of the total coal produced in Assam. It was stated at the hearing that at present the total production is about 38000 tons per month. It is admitted that the total number of labourers employed in this colliery is about 3,900 of whom about 1300 are surface workers and the remaining 3600 are underground workers.

4. It is not seriously denied that conditions both geologically and geographically are difficult as far as the Assam collieries are concerned. Geographically the mines are situated in the extreme North East part of the country, creating problems of transport and communication. These conditions naturally affect the transport of foodgrains and other necessities of life and affect the cost of living in that area.

3. Regarding the conditions of mining work in Assam, the Fact Finding Committee in its Report of 1948 noted as follows:—

“The mining conditions obtaining in the collieries of this Company (The Assam Railways and Trading Co. Ltd.) are, however, different from those obtaining in the Bengal and Bihar or the Central Provinces coalfields....The functions of a coal-cutter in Assam are about the same as in the C.P. Bengal and Bihar. A coal cutter cutting coal by hand in Assam has to undergo a certain amount of strenuous job as he has got to work in a seam of small thickness.... The coal puller is an unskilled worker but has to put in hard physical work at short intervals. It will be seen that there is no uniformity in the working conditions or the basis of payment. However, on account of the low width of the seam in certain mines, the work of

the coal cutter is rather exacting. In some mines they are required to crawl a distance of about 500 ft. to reach the coal faces on the hill sides. No coal cutting machine is in operation in Assam. Naturally, the miners are required to put in strenuous labour."

6. Because of these difficult geological and geographical conditions, coal mining in Assam is governed by two special features (1), the Government controlled selling price of Assam coal has always been higher than that of coal in the rest of the country and (2) the wages paid to the colliery workers in Assam have always been higher than in the rest of the country. This is established by the admitted fact that in 1953-54 the selling price of Assam coal was Rs. 23/8/- per ton as against the selling price of Rs. 14/12/- per ton of the Bengal and Bihar coal-fields. With regard to wages, the Indian Coal Statistics for 1954 shows that the average cash earnings of miners in Assam was Rs. 15/11/8 as against the All-India average of Rs. 12/2/2. For 1955 the figures were—Assam Rs. 16/3/8—and all India average Rs. 12/5/1— (See Indian Coal Statistics).

7. The Assam collieries were also parties to the industrial dispute before the All India Industrial Tribunal (Colliery Disputes), which is popularly known (after the name of the Chairman of that Tribunal) as the Majumdar Tribunal. Before the Majumdar Tribunal the Federation had stressed the need for treating the Assam workers on a preferential footing than those in the rest of the country. It had also pressed that the then existing differential of about 25% in the wages of the Assam workers, as compared to the wages of the workers of the collieries in the rest of India, should be maintained. The Majumdar Tribunal did not see its way to accept this contention of the Federation. As observed by it in para 678 of its award:—

"All that can be said is that on the evidence placed before us we cannot hold that Assam needs separate treatment from the point of view of higher cost of living."

The Tribunal further observed in para 686 of its award:—

"At the same time we would impress upon the employers to bear in mind the necessity to provide difficulty allowances."

The Tribunal later observed that it was not convinced that Assam workers should be treated differently for purposes of the minimum wage structure nor did it see any justification for treating Assam differently in the matter of categorisation when the wage rates were to be on the same lines as those existing in Bengal and Bihar.

8. It is the contention of both the unions that as a result of the Majumdar Award there was discontent among the workers of this company's collieries. For one thing, the award meant no increase in wages for the large majority of the workmen. There were threats of strike and both the company, and the Federation filed appeals before the Labour Appellate Tribunal. The management's grievance was that the structure of categorisation had been completely disturbed by the Majumdar Award.

9. The unions before me have made a special mention of the fact that although the Majumdar Award had not increased the existing wages of a large majority of the workmen, the Government was, all the same, pleased to grant the company an increase in its selling price by Rs. 2/4/- per ton as against Rs. 3/- per ton granted to the collieries in the rest of the country. When the appeals were being heard before the Special Bench of the Labour Appellate Tribunal of India, the management and the Federation arrived at a settlement on the 7th December 1956 and filed the terms of compromise reached between them and prayed that a Decision be given by the Tribunal in terms thereof. A copy of these terms of settlement is on record. The Labour Appellate Tribunal by its decision dated 29th January 1957 accepted the terms of compromise as settled between the parties and gave its decision in terms thereof. As I shall show presently this Agreement retained certain systems then existing in Assam Collieries, particularly with regard to the system of supplying food-grains at concessional rates, though a more or less similar system was abolished for the rest of the country under the Majumdar Award. The submission of Shri Kanti Mehta for the Federation is that the wage scales and other benefits agreed to under this settlement of 7th December 1956 was within the financial ambit of the increase of Rs. 2/4/- per ton in the selling price of coal which the company had received upon the publication of the Majumdar Award. In other words, Shri Kanti Mehta's submission is that the terms of settlement of 7th December 1956, were fixed bearing in mind that this Company had got an increase in its selling price

of Rs. 2-4-0 per ton and with a view to confine the financial burden of the settlement within the increase in selling price which the company had already obtained from Government. It is, however, admitted that after the Labour Appellate Tribunal's decision dated 29th January 1957, this company obtained from Government an additional increase of Rs. 2/8/- per ton on 31st October 1957. It may here be noted that the Labour Appellate Tribunal had stated in Para 369 of its decision that the wage increase and other benefits which it had granted, would be covered by a small increase over the price increase of Rs. 3/- per ton, which the industry had already got as a result of the Majumdar Award. But from the Labour Appellate Tribunal's decision the industry filed writ petitions before the Hon'ble Supreme Court of India. However, at a tripartite conference, a settlement was reached under which upon the industry being given a further increase of Rs. 1/8/- per ton in the selling price of coal, the writ petitions before the Supreme Court were withdrawn on 8th July 1957. This increase was granted because of the burden which the Labour Appellate Tribunal's decision was supposed to have placed upon the industry, but a part of it was to cover the burden of the retrospective effect granted to the decision. The pre-Majumdar Award selling price of this company's run of mine coal was Rs. 23-69. The Assam collieries, however, as noted earlier, got an increase of Rs. 2/4/- per ton on publication of the Majumdar Award and another increase of Rs. 2/8/- per ton with effect from 31st October 1957 on the publication of the Labour Appellate Tribunal's decision. The present selling price for the run of mine coal in Assam is Rs. 28-81 per ton and Rs. 35-31 for hand pick coal as against about Rs. 21/- per ton in Bengal and Bihar. I may state that the rates stated above for this company's coal have been in force since 1st June 1961.

10. It is admitted that the basic wages of the workers in Assam collieries were in many respects lower than the basic wages for like categories in the rest of the country. With regard to dearness allowance, the maximum dearness allowance in Bengal and Bihar was 150% of the basic wage for the lowest category for the like category in Assam, the agreement of 7th December 1956 provided maximum dearness allowance equivalent to only 112½% of the basic wage. The agreement did not provide for the advantages of variable dearness allowance, which the Labour Appellate Tribunal's decision granted to collieries in the rest of the country. The variable dearness allowance was that with every 10 points rise in the All India Average Consumer Price Index Number over 102, the dearness allowance for the succeeding half year shall be raised by Rs. 4-14-0 per month for all, for each such rise of 10 points; likewise, if the average of the monthly figure of the All India General Index Number falls by more than 10 points after it has risen as aforesaid, there shall be a reduction of Rs. 4-14-0 per month for each drop of 10 points but not if below 102. It may here be stated that it is admitted that under this proviso for variable dearness allowance, the collieries in the rest of the country have received two increases of three annas per day i.e. Rs. 4/14/- per month in their dearness allowance, the first from 1-4-1958 and the second from 1-4-1960. The union's case was that thus there were many deficiencies in the wage structure of the Assam workers which remained to be made up and, therefore, when the question of the extension of the Majumdar Award came up before the tripartite conference held at New Delhi on 29th May 1959, the agreement then reached (see Appendix A to Shri A. Das Gupta's Arbitration Award dated 30th December 1959) clearly provided in para 5 thereof that "the workers' unions are at liberty to raise issues concerning employees in Assam and Andhra Pradesh separately." The Federation had already by then given notice to this company dated 31st March 1959 of its intention to terminate the award and subsequently by a two months' statutory notice dated 27th May 1959 (see annexure B) the Federation terminated the agreement of 7th December 1956. Conciliation proceedings followed at which on 31st July 1959 an agreement was reached between the company and the Assam Colliery Mazdoor Congress. This is the agreement which has been referred to in the order of reference as "the settlement dated 31st July 1959." I shall consider this agreement in detail later, but briefly the agreement provided for (1) the extension of the agreement of 7th December 1956 after bringing it in conformity with the decision of the Labour Appellate Tribunal of India as applicable to the collieries in the rest of the country upto 26th May 1960 i.e. for one more year, (2) The management agreed to make up the deficiencies found in the aforesaid agreement in comparison with the decision of the Labour Appellate Tribunal as applicable to the other collieries in India in respect of monthly and daily rated employees. These deficiencies were to be made up with retrospective effect from 1st January 1959, (3) The management agreed that the matters not covered by the agreement of 7th December 1956 but prescribed by the Labour Appellate Tribunal in their decision dated 29th January 1957 pertaining to the other collieries in India would be implemented by the management with retrospective effect from 26th May 1956. (4) Parties agreed to settle details in respect of the

above matters by mutual discussion within a month and the management agreed to implement the items as settled within a further period of three months. (5) Parties agreed to abide by the decision of the Arbitrator (Colliery Disputes) in respect of such of the items as would be relevant to the collieries of the company in keeping with the management's anxiety to come on a par with the collieries in the rest of the country.

11. It appears that after this agreement was entered into the same was communicated by the management to the Assam Colliery Workers' Union by its letter dated 1st August 1959, in which for the first time it stated that the implementation of the terms of the agreement of 31st July 1959 would be possible only after Government had given the company an increase in the selling price of its coal by a further Rs. 1/8/- per ton. The Federation by its letter dated 1st August 1959 protested against this and correspondence ensued between the parties. Discussions were also held between the representatives of the company and the Federation and as no settlement was reached, the Joint Secretary of the union by his letter dated 7th December 1959 served a virtual ultimatum on the company for an answer from it whether it was agreeable to implement the agreement of 31st July 1959 and stated that if no satisfactory reply was received, a notice of strike from 4th January 1960 would be served upon the company and such a notice in fact was served. The Hon'ble Labour Minister, Government of India, appears to have intervened and called both parties before him for a discussion at New Delhi on 7th January 1960, with the result that on 3rd January 1960 the union intimated to the company its decision to postpone the strike to the midnight of 17th January 1960. It appears that the company sought to introduce a new scale of wages commencing from the week ending 25th August 1960 but the workmen refused to accept those wages and the union on 2nd June 1960 served a notice charging the company with making an illegal change in violation of section 9A of the Industrial Disputes Act. The union on 3rd June 1960 demanded that the basic wages of all daily rated and monthly rated workmen of the company be raised by 25% retaining all existing privileges and amenities including the rate of dearness allowance and also the benefits granted by the decision of the Labour Appellate Tribunal and the award of the learned Arbitrator Shri A. Das Gupta dated 30th December 1957, and threatened that if this demand was not fulfilled by 5th June 1960, the workmen would resort to a strike. Conciliation proceedings followed and on 5th June 1960 an agreement was reached before the Conciliation Officer which recorded that, "subject to the differences recorded therein both parties agreed that the company had implemented the decision of the Labour Appellate Tribunal and the Award of the Arbitrator Colliery Disputes as contemplated in the agreement of 31st July 1959." Under the terms of settlement, both parties agreed to make a joint application for reference to an Arbitrator under section 10A of the Industrial Disputes Act 1947, "for determining the wage structure of all workmen employed in the collieries of the Assam Railways and Trading Co Ltd. in terms of the settlement dated 31st July 1959." The parties desired to have Shri A. Das Gupta as the Arbitrator. The agreement recorded that the workmen whose wages were not affected by the implementation would continue to be paid the same wages, as they were paid prior to the said implementation. The workmen whose wages are affected by the aforesaid implementation will continue to be paid in the same manner but the balance wages over and above the wages prior to the said implementation in respect of these workmen as calculated by the management will be kept in suspense account with the Company.

12. It appears that Shri Das Gupta was consulted about this arbitration and he was willing to act as Arbitrator provided arbitration fees at rates suggested by him were paid to him. The parties could not agree as who should pay the arbitration fees with the result that the arbitration never took effect. Subsequently the Government of India by order No. 4/57/90-JR-II dated 24th September 1960 made under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, was pleased to refer the dispute to me for adjudication, as stated earlier.

13. Before I deal with the merits of the dispute I should like to dispose of some legal objections to the reference which have been urged on behalf of the company. The objection is that this reference is not valid and I have no jurisdiction to entertain the dispute because the parties on 5th June 1960 had agreed to refer this dispute to arbitration under section 10A of the Industrial Disputes Act. In my opinion, there is no substance in this contention because an arbitration agreement under section 10A does not take effect until as provided by section 10A(3), a copy of the same is forwarded to the appropriate Government and the conciliation officer and the appropriate Government publishes it within 14 days of its receipt in the official gazette. It is admitted that in this case, the agreement of 5th June 1960 to refer the dispute to arbitration was not published in

the official gazette. Besides, in the arbitration agreement the name of Shri A. Das Gupta was mentioned as the Arbitrator whom the parties desired to have, but Shri A. Das Gupta did not accept the arbitration. Without the named Arbitrator accepting the arbitration, it cannot be said that the arbitration agreement or submission has been legally finalised. I am, therefore, of the opinion that the arbitration agreement between the parties dated 5th June 1960 was not legally binding, as it had not fulfilled the requirements of section 10A of the Act.

14. Shri K. B. Bose, learned Counsel for the company, next contended that the arbitration agreement of 5th June 1960 having been reached during conciliation proceedings was binding on the parties for a period of six months thereafter, and as this reference was made on 24th September 1960, within the six months of the said agreement, it is not legal or valid. But, as I have stated, the agreement then reached in conciliation proceedings was not in compliance with the requirements of section 10A and it cannot be said to have been finalised, to attract the provisions of section 19(2) of the Act. I may state here that when I asked Shri K. B. Bose, the learned Counsel for the Company, whether the management was prepared to honour the arbitration agreement of 5th June 1960 by referring the dispute to some other jointly agreed Arbitrator, Shri Bose replied that the company did not feel itself bound to do so. In my opinion this legal objection also has no real substance. I, therefore, reject these contentions and hold that the reference is valid and I have jurisdiction to entertain the dispute.

15. Shri Bose next argued that the reference under section 10(1)(d) was invalid and that it should really have been made under section 36A because according to him this was a reference for interpretation of the agreement of 31st July 1959. I see no substance in this contention. As rightly contended by Shri Gulab Gupta for the Federation, what has been referred to the Tribunal is to determine what should be the proper wage structure for the workmen of this colliery in terms of the agreement reached between the parties on 31st July 1959. This reference does not contemplate an enquiry into the interpretation of the terms of the agreement of 31st July 1959, but an adjudication on the industrial dispute as to what should be the wage structure for the workmen of these collieries in terms of that agreement. As the subject matter of this reference pertains to the wage structure of the workmen it is clearly covered by the subject matter of an industrial dispute as defined by section 2(k) of the Industrial Disputes Act, 1947—I, therefore, hold that the reference is a valid reference under section 10(1)(d) and I have jurisdiction to adjudicate on it.

16. I now proceed to discuss the merits of the demand.

17. There has been controversy between the parties as to the scope of the instant reference and the controversy has centered round the meaning to be attached to the expression "determination of the wage structure", occurring in the schedule to the order of reference. Both the unions have argued that the term "wage structure" should include the determination of the question of (1) basic wage (2) dearness allowance according to the Labour Appellate Tribunal's decision including variable dearness allowance and the existing benefit of food-grain concessions (3) underground allowance for underground workers (4) categorisation of surface and underground workers according to the Labour Appellate Tribunal's decision (5) guaranteed minimum wages for piece-rated workers (6) railway fares (7) paid festival holidays (8) officiating allowance (9) adjustment of existing wages according to the Labour Appellate Tribunal's decision and (10) overtime payment.

18. Shri K. B. Bose appearing for the management has argued that the expression "wage structure" covers only the question of the basic wage and dearness allowance and not questions concerning the other subject matters claimed by the unions.

19. Under the schedule to the order of reference the wage structure is to be determined in terms of the settlement dated 31st July 1959 and it is therefore necessary first to examine what are the terms of that agreement. I have earlier referred to the five terms of settlement recorded in that agreement.

20. After the agreement of 31st July 1959 was entered into, therewith, as I have already shown, difficulties regarding the implementation of the terms of the agreement and one of the main contentions of the management was that unless an increase in the selling price of coal to the extent of Rs. 1/8/- per ton was granted by the Government it was not possible for the company to implement the terms of the agreement of 31st July 1959. These differences with regard to the implementation of the agreement of 31st July 1959 were settled by the agreement of 5th June 1960 to which I have already referred.

21. It is necessary in my opinion to emphasise the following recital in the agreement of 5th June 1960. The recital is, "subject to the differences as above, the parties are agreed that the company has implemented the decision of the Labour Appellate Tribunal (Colliery Disputes) and the decision of the Arbitrator (Colliery Disputes) as contemplated in the agreement dated 31st July 1959," and thereafter the terms of settlement are set forth. The first term of settlement provided for reference to an Arbitrator to determine the wage structure of all workmen employed in the collieries of Assam Railways and Trading Co. Ltd., in terms of the settlement of 31st July 1959, and this is the disputed question which has ultimately come to be referred for adjudication to this Tribunal.

22. I presume from the recital in this agreement that the parties were agreed that the company had implemented the decision of the Labour Appellate Tribunal Colliery Disputes and the decision of the Arbitrator Colliery Disputes as contemplated in the agreement of 31st July 1959 on all subject matters, except the question of the determination of what should be the proper wage structure. In my opinion, the determination of the wage structure in this colliery means providing a wage structure which would bring the wage structure under the agreement of 7th December 1956 where it did not give as much as the Labour Appellate Tribunal's decision had given to the workmen of the other collieries in conformity with the wage structure under the decision of the Labour Appellate Tribunal of India dated 29th January 1957 as applicable to the rest of the collieries. In other words, wherever certain component parts of the wage structure were better under the Labour Appellate Tribunal's decision, those differences in the existing wage structure should be made up. This to my mind is the meaning of the provision for making up deficiencies as stated in the agreement of 31st July 1959. But where the agreement of 7th December 1956 had provided better conditions those had to be retained and not taken away, and that appears to have also been the interpretation put by the company itself when it made its representation to the Price Revision Committee for increasing its selling price as I shall presently show.

23. Now, the term "wage structure" under the Majumdar Award as modified by the Labour Appellate Tribunal's decision has a specific connotation. Chapter X of the Majumdar Tribunal's Award is headed "Our wage structure" and in para 381 the Tribunal stated:

"The wage packet of the colliery worker is now made up of a number of items. They are in the main basic wage, dearness allowance, statutory bonus, cash, & food concessions and supply of coal in some areas. These may be said to constitute for our purpose his total emoluments."

The Labour Appellate Tribunal's decision has also treated the wage structure as consisting of all the items of payments in cash and otherwise which constitute the emoluments of the coal miner. Applying that test, in my opinion the expression "determination of the wage structure in terms of the agreement of 31st July 1959" would mean the determination of all items of payment as wages either in cash or in kind to which a workman is held to be entitled to under the terms of the agreement of 31st July 1959. This in my opinion would include (1) the determination of the basic wage scale for all workmen including categorisation because categorisation is an essential ingredient of the wage structure under both the Majumdar Award and the Labour Appellate Tribunal's decision and the agreement of 7th December 1956 (2) dearness allowance in cash and in kind, including variable dearness allowance provided for by the Labour Appellate Tribunal's decision for the collieries in the rest of the country (3) underground allowance for underground workers (4) guaranteed minimum wage for piece-rated workers and (5) other wage benefits like payments for lead and lift and tub-pushing etc., but would not include other subject matters such as payment of railway fares, paid festival holidays, officiating allowance, overtime payment etc., which are more in the nature of service conditions than part of the wage structure.

Basic Wage Scales and Dearness Allowance—

24. As noted by the Majumdar Tribunal in para 688 of its award, the workers of the company's collieries fall into two groups, underground and surface; the underground workers being divided into seven categories (Categories I to VII) and the surface workers into eight categories (Categories I to VIII).

25. Before the Majumdar Tribunal, the Federation and the management filed a joint statement of categorisation on the basis of occupational nomenclatures. The statement in respect of the seven categories of underground workers and the eight categories of surface workers are shown in Appendix XIV in Vol. II

of the Majumdar Award. It is further admitted that there was in force, even before the Majumdar Award, an incremental scale of pay for both surface and underground workers of these collieries. The Majumdar Tribunal had noted that all underground workmen in this company's collieries started at a basic wage of 0-13-6 and the wages at the end of the scales ranged between 0-15-0 and Rs. 1-4-0. The surface workers started on a basic wage of 0-8-0 and the wages at the end ranged between 0-13-6 and 2-10-0. I may here note that the monetary value of the foodgrain concessions and supplementary ration allowance (S.R.A.) was shown by the company as being 0-10-8 against all the categories both surface and underground.

26. The Majumdar Tribunal, however, did not accept the agreed categorisation filed by the Federation and the company in Appendix XIV. The Majumdar Tribunal observed:—

“As it is, we do not see any justification for treating Assam differently in the matter of categorisation when the wage rates have to be on the same lines as those existing in Bengal and Bihar.”

The Tribunal, therefore, directed that, “the scheme of categorisation for Bengal and Bihar (Appendix XII) with the emoluments for categories I to IX awarded by us (Chapter XII) should apply to Assam also, subject to the modifications directed by us in the case of this State.” The modifications were in respect of certain jobs which are to be found in Assam but not in the other collieries.

27. As I have stated earlier, both the workmen and the management were dissatisfied with this alteration in the existing arrangements made by the Majumdar Award and both filed appeals before the Labour Appellate Tribunal and those appeals were mutually settled by the terms of the agreement dated 7th December 1956 entered into between the Federation and the company, in terms of which the Labour Appellate Tribunal disposed of those appeals.

28. Under the scheme of basic wages as agreed upon by the parties under the agreement of 7th December 1956, as stated in annexure ‘A’ thereto, the minimum basic wage for category I surface worker (Both male and female), was fixed at 0-13-0 per day with a maximum of Re. 1/-, by annual increment of anna one per day. Therefore, the scale of pay for category I worker was Rs. 0-13-0—0-1-0—1-0-0 and for Category VIII worker the scale was Rs. 2-0-0—0-1-0—2-12-0. With regard to the underground workers, the basic wage for category I, was fixed at Rs. 1-2-0—0-1-0—1-5-0 and for categories V, VI and VII the scale was Rs. 1-4-0—0-1-0—1-8-0 per day. As I have stated earlier, prior to this agreement the minimum basic wage for the surface worker was 0-8-0 annas per day and for the underground worker it was 0-13-6 per day. Thus, the lowest paid surface, worker i.e., category I worker got an increase of annas five in his basic wage and the lowest paid underground worker got an increase of 0-4-6 in his basic wage and the differential between the minimum basic wage of a category I surface worker and a category I underground worker was fixed at 0-5-0 per day.

29. I may here mention that the agreement of 7-12-1956 provided that dearness allowance shall continue to be paid at the then existing rates and scales. The rate of dearness allowance then existing in the company was 112½% of basic wage upto and including Rs. 30/- per month or Rs. 1-2-6 per day, with a sliding percentage scale, which on a salary exceeding Rs. 100/- per month upto and including Rs. 300/- per month, was 30% of the basic pay with a minimum of Rs. 50/- per month. I may here state that the difference in the scheme of dearness allowance as in force in this company's collieries and as accepted by the agreement of 7-12-1956 and the one prescribed by the decision of Labour Appellate Tribunal has been shown by the Union in its statement Ex. W-6 which is as follows:—

Basic Wage per month		D.A. as percentage of Basic Pay		Minimum in Rs.	
		In Assam under agreement of 7-12-1956	Rest of the country under decision of the L.A.T.	Assam	Rest of the country
Upto Rs. 30/-		112½%	150%	Rs. 13/-	Nil
Above Rs. 30 to 50		75%	100%	Rs. 37-8-0	Rs. 45/-
„ Rs. 50 to 100		50%	66½%	Rs. 37-8-0	Rs. 50/-
„ Rs. 100 to 300		30%	40%	Rs. 50/-	Rs. 67/-

30. As under the decision of the Labour Appellate Tribunal of India applicable to the collieries in the rest of the country, the dearness allowance payable to the lowest paid category I worker was at the rate of 150% of the basic wage and as the minimum basic wage for category I surface worker was prescribed at Rs. 1-1-0 per day, he was entitled to dearness allowance thereon of 150% amounting to Rs. 1-9-6 without the benefit of foodgrain concessions. For the underground worker the same basic wage rate and dearness allowance were provided as for the surface worker, but in addition he was given an underground allowance of 12½% of basic pay rounded off to the nearest pie next above, subject to a maximum of Rs. 12/- per month.

31. The agreement of 7-12-1956 provided that the sale of foodgrains at concessional rates would continue as before but all those who are entitled to heavy worker's ration cards would draw one seer of rice in addition to the present ration scales, and the payment of supplementary ration allowance was discontinued.

32. Under the agreement of 7-12-1956, the categorisation of workers as agreed upon between the Federation and the company and as published at appendix XIV to the Majumdar Award Vol. II was confirmed.

33. The agreement further provided that clerical staff in grade V and IV would be placed in grade III, and those in IV(a) and III in grade II, and those in grade II and I in grade I.

34. The agreement also dealt with the question of house rent and railway fares. On the latter question it was agreed that railway fares would be paid in accordance with the terms of the Majumdar Award. The agreement provided for dressers, ward boys and ayahs to be continued as daily rated employees and not monthly rated as awarded by the Majumdar Tribunal.

35. As regards underground allowance the directions of the Majumdar Award, namely that all mining staff whose basic rates of pay are Rs. 72/- per month or less would receive an increase of 12½% in wages were agreed upon. The agreement provided that coal cutters would receive an increase of 25% in their basic coal cutting rates and dearness allowance as then payable would continue.

36. From the foregoing, it will be seen that whilst under the Labour Appellate Tribunal's decision the maximum dearness allowance payable to a miner in the rest of the country is at a rate of 150%, of the basic wage, the dearness allowance paid by this company to the lowest paid worker (category I) is 112½%. It will also be noticed that the rates of minimum dearness allowance in Assam are lower than those prescribed by the Labour Appellate Tribunal's decision for the rest of the country. The Majumdar Award, however, did away with the system of supply of foodgrains at concessional rates which was then prevailing, but in the Assam Collieries because of the difficult geographical conditions, the then existing system of supply of foodgrains at concessional rates was continued under the agreement of 7-12-1956.

37. At the hearing before me, both unions made it quite clear that neither of them desired the abolition of the foodgrain system. The controversy between the parties has been as to the monetary value to be put on the benefit of foodgrain concessions which the workmen enjoy. The system of foodgrain concessions as at present prevailing in the collieries of the company has been referred to in the evidence of the company's witness Shri Amalendu Ghosh (EW.2) the Acting Chief Personnel Officer of the company, who stated that the foodgrains concession benefit consists of the supply of certain quantities of rice, atta, masoor dal and mustard oil to the workmen at concessional rates. The quantity supplied and the rates charged have been the same since 1952. Under the company's scheme the workman himself, is the primary unit and his dependents are considered as dependent units. There is no limit to the number of dependent units who can draw rations at the concessional rates but dependents under the age of 6 are considered as half dependent units. The primary unit, the workman, is entitled to 2½ seers of rice and atta per week and the dependent units are entitled to one seer and five chataks (1-5/16 seers) per week. The primary unit and the dependent units are also entitled to 1½ seer of mustard oil per week. With regard to "masoor dal" the primary unit is entitled to ¾th seer per week and each dependent unit is entitled to half a seer. The primary unit is also entitled to one seer of rice at the concessional rates. Witness filed a statement (exhibit E-4) which according to him is a comparative statement showing the difference between the cash value of Rs. 0-10-8 as placed by the Labour Appellate Tribunal on the food concession and the actual cost to the company of the supply of rations at concessional rates for 3 units—assuming that the average

workers family consists of 3 units made up of one primary and two dependent units. From that statement it is sought to be established that the actual benefit which the workers get by way of these foodgrains concessions is Rs. 5.84 per week, as against the value of Re. 0-10-8 (0.67 nP.) per day i.e., Rs. 4.02 per week, placed upon it by the Labour Appellate Tribunal of India.

38. The witness was cross-examined on this statement and I am not satisfied that I would be justified in taking the conclusions drawn by the witness from that statement as indicating a correct value of the benefits of foodgrains at concessional rates given by this company. For one thing the statement has been prepared on the assumption that in the case of every worker the benefit which he would get would be for one primary and two dependent units i.e., 3 units. From the figures in the company's possession, it could be easily found out as to how many workers draw rations for primary units only, and how many get rations for more than one unit. It was the union's case that casual workers, whose number exceeds a thousand in this colliery (more than 25% of the workers getting rations at concessional rates) get only ration benefits as primary units and do not get rations for their dependents. The second factor which has not been taken into account, is that the grant of foodgrain concessions is available only to those workmen who have put in at least four days attendance or 32 hours work in the week. It is not shown what on an average is the percentage of the workmen in the colliery who fulfil this condition every week. The method adopted by this witness in working out the monetary value of the benefit of the foodgrain concessions in his statement Ex. E-4 is an indirect one. The better method would have been for the company to have shown from year to year the financial burden borne by it as a result of the system of foodgrain concessions. The company could also have given the figures of the number of workmen and their dependents who get the benefit of the foodgrain concessions per week. But this information has not been forthcoming. Instead, the financial value of the benefit has been worked out at Rs. 5.84 per week for three units in an indirect manner, which is far from satisfactory and cannot be accepted as reliable. Besides, I am not satisfied that the company is justified in claiming as much as 5% for administrative charges and 2% as wastage, as it has done in its statement (exhibit E-4). I, therefore, hold that the company has not satisfactory established that the real value of the foodgrain concessions is Rs. 5.84 per week as claimed by it. It appears to me that this higher value was worked out in an attempt to show that it covered the benefit of at least one increase by way of variable dearness allowance amounting to Rs. 4-14-0 per month i.e., 3 annas per day which the workers in the other collieries in the rest of the country had got under the directions of the Labour Appellate Tribunal.

39. There has been controversy between the parties as to the value to be put on the foodgrain concessions at present being granted by the company. It is admitted that even today the same four food items viz., rice, "atta", "masoor dal" and mustard oil are being supplied in the same quantities and at the same rates as were being supplied prior to the Majumdar Award. Shri Kanti Mehta has stated that it would not be correct to say that the Majumdar Award had assessed the financial value of the foodgrain concessions at Re. 0-10-8 i.e. 0.67 nP. per day per worker and he has referred to the affidavit of one Mr. Ward of the company filed before the Majumdar Tribunal who had valued the foodgrain concessions at Re. 0-6-19 and at the heavy workers were being paid a cash allowance of Re. 0-2-0, the total value was stated as being Re. 0-8-10. He has also referred to the affidavit of Mr. Yates another officer of the company also filed before the Majumdar Tribunal. It may here also be noted that under the agreement of 7-12-1956, grant of rice was substituted for the cash allowance. Shri Kanti Mehta has thus argued that the real value of the foodgrain concession under the agreement of 7th December, 1956, was Re. 0-8-10 and not Re. 0-10-8 as sought to be placed on it by the company. Shri Kanti Mehta has also referred to the evidence Mr. Ward that the average for all collieries of the units that got the benefit of the foodgrain concessions was not 3 units but only 2.016 on the average including the primary units. He has therefore urged that the value of the foodgrain concessions should be proportionately reduced.

40. The company, on the other hand, has relied upon the finding and observation of the Majumdar Tribunal at paras 199, 688 and 689 and 496 of its award for its contentions that under the Majumdar Award the foodgrain concessions was valued at Re. 0-10-8. The Majumdar Tribunal has in para 199 of its award observed, "that the rates in the Assam Railways and Trading Co. Ltd., are higher than the rates obtaining in other collieries as the company is giving a subsidiary ration allowance of annas two a day to the workers. The value of the foodgrain concessions afforded by the company has been put in the statement as Re. 0-8-9 though in the course of the evidence the value was mentioned as Re. 0-6-9. The

conflict has now been set at rest by the joint statement filed on 16th March 1956 which put the value on food concessions and supplementary ration allowance as Re. 0-10-8".

41. Again in paragraph 689 of its award the Majumdar Tribunal has observed:—

"The value of food concessions afforded by this company to the workers is higher than in Bengal and Bihar. It may be noted that the scheme is slightly different from the one existing in other states particularly due to the difficulties that the workers would have to face otherwise in procuring foodstuffs etc. We direct that out of the amount awarded as dearness allowance Re. 0-6-0 would be adjusted towards the value of food concessions with option to the workers to avail themselves of a further Re. 0-4-8 by way of food concessions which again would be adjusted towards dearness allowance".

42. In para 496 of its Award the Majumdar Tribunal has again referred to the fact that though the parties before it were not agreed as to the value to be placed on the foodgrain concessions, except in Assam, they are agreed that it could not be less than six annas.

43. Thus, it is clear that the Majumdar Tribunal had placed the value of Re. 0-10-8 to the foodgrain concessions granted by this company to its colliery workers in Assam, on the basis of an agreed statement filed before it.

44. I may here state that the Assam Coal Miners Workers' Union in its written statement and in working out the existing wage scale in the company has also put the same value Re. 0-10-8 i.e. of 0.67 nP. on the food concessions given by this company.

45. I would, therefore, hold that the value of the food concessions given by this company should be fixed at Re. 0-10-8 or 0.67 nP. for implementation of para 2 of the agreement of 31st July, 1959.

46. The value of 0.67 nP. put on the foodgrain concessions granted by the company in my opinion should not be subject to the existing condition that this benefit shall be available only if a workman has put in 4 days attendance or 32 hours work in the week. As the value of the foodgrain concessions is being computed as part of the dearness allowance, and, therefore, of the wages, the benefit of rations should be granted for each day for which the basic wage and the cash dearness allowance is earned by a workman and granted to him. I would, therefore, direct that the benefit of foodgrain concessions should be granted *pro rata* for each day of attendance in the week.

47. I think the Union's contention that those workmen, e.g., casual workers to whom the company is granting food concessions only as primary units though they have dependents living with them at the colliery, should also be granted the full benefit of the foodgrain concessions is justified, as the wages to any worker in this colliery is made up of the Basic Wage + the cash dearness allowance + the benefit of foodgrain concession and if he were not granted the foodgrain benefit as granted to other workers, he would be getting less than the prescribed wages even though he may have dependence to support at the colliery.

48. I shall now refer to the question of the basic wages. The company in determining the deficiency due to the surface workmen under para 2 of the agreement of 31st July 1959 has brought all its workmen of categories I to VIII who are getting a basic wage of less than the basic wage prescribed by the decision of the Labour Appellate Tribunal of India for that category to that higher level.

49. On this basic wage the management has allowed dearness allowance at the rates prescribed by the decision of the Labour Appellate Tribunal less 0.67 nP. being the value placed by it upon the foodgrain concessions. To take an illustration, the lowest paid category I surface worker on the basic wage of 0.81 nP. (13 annas), under the agreement of 7th December 1956, gets the total emoluments as follows:—

Basic Wage	0.81 nP.
Dearness allowance at 112½% of the basic wage	0.92 nP.
Cash value of foodgrain concessions	0.67 nP.

Total Rs. 2.40

Whilst under the Labour Appellate Tribunal's decision the same workman (Category I surface worker) would be entitled to get—

Basic Pay	Rs. 1.06
Dearness allowance at 150%	Rs. 1.59
Total	Rs. 2.65

There is thus a deficiency of 25 nP which the company says it has offered to pay the workmen in implementation of paragraph 2 of the agreement of 31st July 1959, but the workmen having refused to accept it, the same has been credited to the suspense account.

50. In certain cases the company has shown that there would be an excess payment to the workmen and it proposes to adjust these amounts against future increments. But in my opinion there is no justification for it. Under the terms of the agreement of 31st July 1959 the existing wages are to be brought in conformity with the decision of the Labour Appellate Tribunal and the method of adjustment prescribed therein would have to be adopted. Even otherwise, there is no basis for the adjustment against future increments because under the terms of the agreement as also under the directions of the Labour Appellate Tribunal and the Majumdar Award the existing more favourable terms are to be retained in favour of the workmen.

51. With regard to the underground worker, the existing minimum basic pay of category I underground worker under the agreement of 7th December 1956 is Rs. 1.12, being higher than the basic wage prescribed by the Labour Appellate Tribunal's decision which was the same as for category I surface worker viz. Rs. 1.06, but in addition under the Labour Appellate Tribunal's decision he was entitled to an underground allowance of 12½% of his basic wage. But since the basic wage of the lowest paid underground worker under the agreement of 7th December 1956, is Rs. 1.12 his total earnings under the Labour Appellate Tribunal's decision, made up of basic wage, dearness allowance and underground allowance, would come to Rs. 2.94 as follows:—

Basic Pay	Rs. 1.12
Dearness allowance at 150%	Rs. 1.68
Underground allowance at 12½%	Rs. 0.14
Total	Rs. 2.94

The company has in its statement exhibit E-2 shown that there was thus an excess payment at present of 11 nP because under the agreement of 7th December 1956 the lowest paid underground worker gets:—

Basic Pay	Rs. 1.12
Dearness allowance at 112½%	Rs. 1.26
Foodgrain concession	Rs. 0.67
Total	Rs. 3.05

and it claims that it is entitled to make good the excess payment by adjustment against future increments. But as I have stated earlier, the purpose of the agreement of 31st July 1959 was not to deprive a workman of the higher benefits which he was getting under the original agreement of 7th December 1956 and there are specific directions to that effect both in the Majumdar Award and the decision of the Labour Appellate Tribunal. So in the case of the underground worker also there cannot be the wiping out of any excess amount against future increments.

52. The company's two statements (exhibit E-1 for surface workers and exhibit E-2 for underground workers) show that the cost to the company of implementing the agreement of 31st July 1959 would be Rs. 1814.06 nP. per month in respect of the daily rated surface and underground workers. Of this, the burden in respect of the underground workers is only Rs. 3.12 in respect of category III, Rs. 318.24 in respect of category V and Rs. 31.20 in respect of category VI making a total of Rs. 352.56. There is no burden shown in respect of the rest of the categories of the underground workers. With regard to the surface workers, the burden on the company would be Rs. 1461.50 per month, out of which Rs. 1034.28 alone would be in respect of category I workmen.

53. I may here deal with a point on which there was considerable controversy between the parties as to the financial burden which has been imposed upon the company by the agreement of 31st July 1959. As I have stated earlier, no sooner the agreement of 31st July 1959, was entered into between the company and the Assam Colliery Mazdoor Congress, the company on 1st August 1959, wrote to the Joint Secretary, Assam Colliery Miners Workers' Union, intimating him of the agreement and stating that the agreement had been entered into on the clear understanding that the company will not be able to implement it unless and until it received an increase of Rs. 1.50 in the selling price of its coal to make up the higher expenditure which it would otherwise not be able to meet. The letter further stated that since both the unions were demanding the same degree of wage increases, both would be asked to sit with the company with a view to agreeing on the deficiencies and in helping this company to obtain the increase of Rs. 1-8-0 per ton in its selling price. Thereafter in all the discussions and correspondence that followed, the company expressed its inability to implement the agreement of 31st July 1959 unless an increase of Rs. 1-8-0 per ton in the selling price of its coal was granted to it by the Government. In other words, the company made the increase of Rs. 1.50 per ton in the selling price of its coal, a condition precedent to the implementation by it of the agreement of 31st July 1959.

54. I have gone through the correspondence and heard the submissions of the parties on this point and I am satisfied that the Federation's complaint that the company was wrong in the stand which it took is justified. I cannot help remarking that the company was wrong in insisting that unless the increase of Rs. 1.50 per ton, arbitrarily fixed by it, in the selling price of its coal was granted, there could not be any implementation of the agreement of 31st July 1959.

55. It appears that the company had made a representation to the Coal Price Revision Committee on 11th December 1959 for an increase in the selling price of its coal in which it had stated as follows:—

"The following statement shows the total extra and additional cost for each category of underground and surface worker when making up the deficiency in the Wage scales of the main decision of the L.A.T. as demanded by the second party of the agreement of 31st July 1959, under para 2 of the terms of settlement."

56. Then followed the number of surface and underground workers of each category who would stand to gain and the extra amount which the company would have to pay per month to them.

57. Under that statement the total burden of the company under para 2 of the agreement of 31st July 1959 was assessed in respect of the surface workers, at Rs. 14851.20 nP. and for the eight categories of underground workers at Rs. 13884.26. Thus, the total burden on the company for implementing paragraph 2 of the agreement of 31st July 1959 was placed by it at Rs. 28735.46. In order to meet this expenditure, the company claimed an increase of Rs. 1/- per ton in the selling price of its coal on the basis of its average monthly production of coal being 29000 tons.

58. For the monthly rated staff, the company claimed that the deficiency in the Labour Appellate Tribunal scale of wages would affect about 110 workmen, and the total additional burden upon it would be Rs. 1484/- per month, and on that basis it claimed an increase in the selling price of its coal at the rate of annas four per ton, also claiming that it had earlier incurred a financial burden of Rs. 5258/- per month in implementing the agreement of 7th December 1956. Thus, it estimated the total burden in respect of the monthly paid workmen at Rs. 6742/- and claimed an increase of 0-4-0 annas per ton on that account. With regard to the deficiencies on account of paid festival holidays, additional cost of railway fare, boots and clothing, the company stated that the additional burden upon it would be of Rs. 10256/- per month on which account it claimed an increase of another 0-4-0 annas per ton in the selling price of its coal. In the penultimate paragraph of its memorandum dated 11th December 1959 to the Coal Price Revision Committee the General Manager of the company stated that, "without this Rs. 1-8-0, the company cannot accept the union's demand in paragraph 3 and will be forced to make its own interpretation in the matter according to the amount received from the Coal Price Revision Committee and it has pointed out that this may well halve the amount shown and allow no increase in the mines. This would be most regrettable and would most certainly cause widespread dissatisfaction and unrest since the suffering of the company through these limitations in the selling price of the coal will then have to be shared by the workers."

59. I may state here that on scrutiny, a Cost Accountant of the Ministry of Steel, Mines and Fuel who was deputed for the purpose, found that the financial burden upon the company for implementation of the agreement of 31st July 1959 could be met by granting it an increase of 0.06 nP per ton in the price of its coal. I may here note that an increase of another 0.06 nP in the selling price of its coal was granted to this company for implementation of the arbitration award of Shri A. Das Gupta dated 30th December 1959.

60. When the company's witness Shri R. N. Tara its chief mining engineer (E.W.-1) was questioned with regard to the difference in the estimate which the company had made of the cost of implementing the agreement of 31 July 1959 as stated in its Memorandum dated 11th December 1959, and as shown in his statements exhibits E-1 to E-3, he stated that the company had shown the larger amount of Rs. 28735 in its representation to the Coal Price Revision Committee because at that time the award dated 30th December 1959 of Shri A. Das Gupta was not available and what the company had done was to give annual increments to the workmen on the basis of their incremental scales of pay taking into account the years of past service each workman had put in from the time he joined service. Witness further stated that when this method of calculation was shown to the cost accountant of the Ministry of Steel Mines and Fuel for the purposes of the claim for increase in the selling price of its coal by Rs. 1-8-0 per ton, which the company had made in that memorandum, he did not accept the same but suggested that under the agreement of 31st July 1959 the company was only liable to pay the minimum scales under the Labour Appellate Tribunal's decision and nothing more and that the calculations in exhibits E-1, E-2 and E-3 were made on that basis. But I find it difficult to accept this explanation. Firstly, there is no letter produced from the Cost Accountant saying that he had made the calculations on that basis or suggested that the company should make thereon that basis. Secondly, the company had not filed any details to show that the burden of Rs. 28735.46 in respect of wages for the daily rated surface and underground workers had been worked out on the basis as witness EW-1 had stated. There is nothing in the agreement of 31st July 1959 even remotely to suggest that that basis was to be adopted. In my opinion, it is clear that the company has tried to fix the amount of deficiencies to be paid to the workmen in implementation of para 2 of the agreement of 31st July 1959 not on the basis of the actual terms of the agreement, but on the basis of the increase in the selling price which it could secure from the Government. I think this was an incorrect method of interpreting the agreement of 31st July 1959. The increase in the selling price of coal invariably follows the wage increases and other benefits granted to the workmen and was not a condition precedent to the grant of benefits to the workmen under the agreement of 31st July 1959. I may state that the company has stated that the excess amount which, according to it, the workmen are entitled to on the basis of the calculations made in its exhibits E-1 to E-3, which is on the basis of the increase in the selling price at 6 nP per ton granted by the Government, was refused by the workmen when offered to them by the company, and the same is now being carried forward by the company in its suspense account.

61. At the hearing, the parties have filed statements of the wage scales which they have demanded. I give below the existing scales of pay for surface and underground workers under the agreement of 7th December 1956; the scales of pay as fixed under the Das Gupta Award on basic wages prescribed by the Labour Appellate Tribunal's decision for the workers in collieries in the rest of the country and the scales of Basic Pay as demanded by Shri Kanti Mehta.

STATEMENT 'A'

I—Wage scales for surface workers under agreement of 7-12-1956.

I-A—Wage scales for underground workers under agreement of 7-12-1956.

II—Wage scales under Das Gupta Arbitration Award on minimum basic wage for each category as fixed by the Labour Appellate Tribunal (spread over 7 years) for both surface and underground workers—underground workers getting an underground allowance of 12½% of basic wage.

Rs.		(Spread of 4 years)		Rs.			
Category I	0 13 0 0 1 0 1 0 0	I	1 2 0 0 1 0 1 5 0	I	Rs. 1.06	0.03	1.24
Category II	0 15 0 0 1 0 1 2 0	II	1 2 0 0 1 0 1 6 0	II	Rs. 1.09	0.05	1.39
Category III	0 15 0 0 1 0 1 4 0	III	1 2 0 0 0 1 1 6 0	III	Rs. 1.19	0.06	1.55
Category IV	1 0 0 0 1 0 1 5 0	IV	1 2 0 0 1 0 1 6 0	IV	Rs. 1.25	0.09	1.79
Category V	1 1 0 0 1 0 1 6 0	V	1 4 0 0 1 0 1 8 0	V	Rs. 1.31	0.09	1.85
Category VI	1 2 0 0 1 0 1 7 6	VI	1 4 0 0 1 0 1 8 0	VI	Rs. 1.37	0.10	1.97
Category VII	1 5 0 0 1 0 2 3 0	VII	1 4 0 0 1 0 1 8 0	VII	Rs. 1.87	0.14	2.71
Category VIII	2 0 0 0 1 0 2 12 0			VIII	Rs. 2.25	0.14	3.09
				IX	Rs. 2.75	0.14	3.59
				X	Rs. 85—5—115 (monthly Scale)		

III-A—Shri Kanti Mehta's demand for surface workers

Category	Wage scale demanded	Corresponding category in Assam
I	Rs. 1.06—0.06—1.42	
II	Rs. 1.19—0.06—1.55	
III	Rs. 1.19—0.08—1.67	I
IV	Rs. 1.25—0.09—1.79	II
V	Rs. 1.31—0.09—1.85	III
VI	Rs. 1.37—0.10—1.97	IV
VII	Rs. 1.87—0.14—2.71	V
VIII	Rs. 2.56—0.14—3.40	VI
IX	Rs. 2.74—0.14—3.38	VII
X	Rs. 85-5-115 (monthly Scale)	VIII

III-B—Shri Kanti Mehta's demand for underground workers

Category	Wage scale demanded	Corresponding category in Assam
I	Rs. 1.37—0.06—1.73	
II	Rs. 1.50—0.06—1.85	
III	Rs. 1.50—0.08—1.98	I
IV	Rs. 1.56—0.09—2.10	II
V	Rs. 1.63—0.09—2.17	III
VI	Rs. 1.69—0.10—2.29	IV
VII	Rs. 2.19—0.14—3.03	V
VIII	Rs. 2.56—0.14—3.40	VI
IX	Rs. 3.06—0.14—3.90	VII
X	Rs. 93.12—5—123.12 (monthly Scale)	

62. Shri Kanti Mehta has submitted that the existing wage differentials between the basic wage of the surface worker and the underground worker as also the wage differentials between the various categories of the surface and underground workers should be maintained. He has emphasised that the wages of the Assam Colliery workers have always been higher by at least 25% than the wages in the collieries in the rest of the country. He has urged that where the annual increments in the wage scales under the agreement of 7th December 1956 are higher than those prescribed by the Das Gupta Award, the same should also be retained. The company, on the other hand, in its statements Exhibits 1 and 2 relating to the daily rated workmen (surface and underground) has placed the various categories of workers in the basis wages prescribed for them by the Labour Appellate Tribunal and it has argued that the annual increments for the various categories should be those prescribed by the Das Gupta Award. I have also considered the wage scales for the various categories of the surface and underground workers claimed by the Assam Coal Mines Workers' Union in its written statement. Shri Kanti Mehta in his statement has claimed the same span for the wage scale for each category as has been prescribed by the Das Gupta Award, and since this company has agreed to implement the Das Gupta Award under clause (5) of the agreement of 5th June 1960, I am of the opinion that the span for the wage scales prescribed by the Das Gupta Award should be awarded. For the same reasons, wherever a higher annual increment is granted by the Das Gupta Award, the same would also appear to be justified. It must be remembered that in this company the workers were getting an incremental wage scale even prior to the Majumdar Award and for certain lower categories the quantum of the increment is higher than prescribed by the Das Gupta Award and I feel the demand for retaining those higher scales of pay and increments is justified as also the demand for retaining the startling higher basic pay of any category, surface and underground.

63. Shri Kanti Mehta has strenuously argued that since the surface workers in the company's collieries are divided into VIII categories and the underground workers into VII categories, category I of the surface workers for the purposes of the wage scales should be equated with category III and the category VIII should be equated with the monthly rated category X, under the Labour Appellate Tribunal's decision. Similarly, he has claimed that the category I of the underground worker in this company's collieries in Assam should be equated with the category IV worker for the purposes of the wage scales and category VII underground worker should be equated with the category X worker under the Labour Appellate Tribunal's decision and be given a monthly scale of pay. I am not satisfied that this demand is justified. For one thing the union in its agreement of 7th December 1956 had not made any such classification. I do not see the justification for this demand when there has been between the company and the union, a separate agreed classification of both the surface and underground workers of these collieries as filed before the Majumdar Tribunal (Appendix XIV) under which VIII categories are provided for the surface workers and VII categories for the underground workers by occupational nomenclatures. The Assam Coal Mines Workers' Union has in paras 17 and 18 of its written statement asked for a revised categorisation to replace the existing system of categorisation for certain categories named therein. Shri Kanti Mehta has also suggested re-categorisation for certain categories. The submission of the union is that the proposed re-categorisation will bring the categorisation of occupations in the collieries of Assam in line with the categorisation in the collieries in the rest of the country. The management has opposed such re-classification and has pointed out that the existing classification into categories was an agreed one and properly reflects the difference in the nature of the work in Assam Collieries. I think there is force in this contention. I cannot, therefore, see my way to grant this demand of the unions. Besides, there is not sufficient material placed before me to justify the re-categorisations claimed. I am not satisfied that a case has been made out for re-categorising the workmen or for equating the category I of the surface worker with the category III worker under the Labour Appellate Tribunal's decision or the category I underground worker with category IV of the L.A.T.'s decision nor for the claim for the category VIII of the surface and category VII of the underground worker being equated with category X of the L.A.T.'s decision and for their being granted a monthly scale of pay. I am however of the opinion that considering that I am rejecting the claim for underground allowance there is a case for granting higher scales of pay for underground workers of the existing categories V, VI and VII. Though I am not equating their scales with categories VIII, IX and X of the L.A.T.'s decision and the Das Gupta Arbitration Award, I am all the same satisfied that there is a justification for increasing their scales of pay, considering the skill and hazard of their occupation. In fixing these higher wage scales I have taken into account

the number of workmen employed underground in each of the categories V, VI, and VII.

64. After an anxious consideration of all the submissions of the parties I award the following wage scales for the VIII categories of surface and VII categories of underground workers. In fixing the wage scales, I have (i) retained the existing differentials between the starting pay of the surface and underground worker except for underground categories V, VI and VII (ii) I have awarded the annual increment as prescribed by the Das Gupta Award, but have retained wherever the existing increment was better (iii) I have given the wage scales the span prescribed by the Das Gupta Award and (iv) for reasons stated above have given the underground workers of categories V, VI, and VII higher scales of pay. If I had accepted the company's contention and adopted the scale of pay suggested by it, the existing higher emoluments which certain categories of the workmen of the Assam collieries have been getting for many years now, even from before the Majumdar Award, would have disappeared. On an anxious consideration of all the circumstances, I award the following scheme of basic wages for the surface and underground workers of this company:—

SURFACE		UNDERGROUND	
Category	Wage scale	Category	Wage scale
I	Rs. 1.06—0.06—1.42	I	Rs. 1.37—0.06—1.73
II	Rs. 1.09—0.06—1.45	II	Rs. 1.40—0.06—1.76
III	Rs. 1.19—0.08—1.67	III	Rs. 1.50—0.08—1.98
IV	Rs. 1.25—0.09—1.79	IV	Rs. 1.56—0.09—2.10
V	Rs. 1.31—0.09—1.85	V	Rs. 1.69—0.09—2.23
VI	Rs. 1.37—0.10—1.97	VI	Rs. 1.81—0.10—2.41
VII	Rs. 1.87—0.14—2.71	VII	Rs. 2.31—0.14—3.15
VIII	Rs. 2.25—0.14—3.09		

65. As under paragraph 2 of the agreement of 31st July 1959, the deficiencies are to be made good from 1st January 1959, I direct that these wage scales for the daily rated shall come into force with effect from 1st January 1959. The same shall also apply to the monthly rated staff whose pay scales I shall presently consider.

Dearness Allowance

66. I shall next deal with the question of dearness allowance which admittedly is an item of the wage structure. The scheme of dearness allowance under the agreement of 7th December 1956, retained the following scheme of dearness allowance which was then in force. Para 2 of the agreement of 7th December 1956 which deals with dearness allowance stated as follows:—

Para 2 "Dearness allowance will be continued to be paid at the present rates and on the existing scale *i.e.*

Basic wage upto and including Rs. 30/- p.m.	112½%	
Basic wage upto and including Rs. 1/2/6/-	112½%	
Basic wage exceeding Rs. 30/- p.m. upto and including Rs. 50/- p.m.	75%	<i>Minimum</i> Rs. 37/6/- p.m.
Basic wage exceeding Rs. 1-2-6 per day upto and including Rs. 1-14-9 per day	75%	Rs. 1/4/9 per day.
Basic wage exceeding Rs. 50 p.m. upto and including Rs. 100 p.m.	50%	Rs. 37/8/- p.m.
Basic wage exceeding Rs. 1-14-9 per day upto and including Rs. 3/13/6 per day	50%	Rs. 1/7/- per day.
Basic wage exceeding Rs. 100/- p.m. upto and including Rs. 300/- p.m.	30%	Rs. 50 p.m.

67. The agreement in para 3 provided that the scale of rations at concessional rates will continue as at present but all those who are entitled to heavy worker's ration cards will draw one seer of rice in addition to the present scales and para 4 provided for the discontinuance of the supplementary ration allowance.

68. I have already earlier discussed the monetary value to be placed on the benefit of sale of rations at concessional rates and have accepted the company's valuation of the scheme of rations at Rs. 0-10-8 *i.e.* Rs. 0.67 nP. per day.

69. The Majumdar Award in respect of the collieries in the rest of the country had abolished the system of foodgrain and cash concessions prevailing in those States and for the purpose of determining what was the minimum wage of the colliery workers the Majumdar Award had placed the monetary value of Rs. 0-6-0 to the foodgrain and cash concessions as stated in para 700 of its award where it directed:—

“By existing total emoluments we mean the total of the basic wage, dearness allowance, statutory bonus, cash and food concessions and free supply of coal in force as on the date of the publication of our Award and for this purpose—cash or food concessions or both, as the case may be—shall be substituted by cash allowance of Rs. 0-6-0 in the case of all States, except Assam, where in view of the continuance of the food concessions even under our Award the value of the food concessions shall continue to be Rs. 0-10-8 in the cases of those who want to retain for themselves the benefit of the existing higher total emoluments.”

The Labour Appellate Tribunal did not accept this monetary value of Rs. 0-6-0 placed on the food rations and cash benefits by the Majumdar Award but valued it at Rs. 0-10-0. In para 64 of its decision, in view of the abolition of the foodgrain and cash concessions benefit system, the Labour Appellate Tribunal directed:—

“We thus substitute 0-10-0 in the place of 6 annas in paragraph 700 of the Award (Majumdar Award) and wherever the value of the cash and foodgrain concessions of Bihar and Bengal are being assessed, Rs. 0-10-0 shall be taken as the appropriate average figure by way of valuation. In those places where cash concessions have not existed the valuation of Rs. 0-6-0 shall continue for the food concessions.”

The scheme of dearness allowance prescribed by the Labour Appellate Tribunal is stated in para 69 of its decision and it is as follows:—

Basic wage per month	D.A. as percentage of basic pay	Minimum
Upto Rs. 30/-	150%	Rs. 45
Above Rs. 30/- to Rs. 50/-	100%	Rs. 50
Above Rs. 50/- to Rs. 100/-	66 2/3%	Rs. 67.
Above Rs. 100/- to Rs. 300/-	40%	

It is also necessary to state that the decision of the Labour Appellate Tribunal provided for what has popularly come to be known as the provision for variable dearness allowance, because, as stated in para 73 of its decision, it was convinced that in the interest of the industrial peace and the efficient working of the industry some provision must be made for a future rise in the cost of living. It therefore followed the scheme of the Banks' Award and in para 74 directed as follows:—

“We therefore direct that the following addition should be made to the scheme of dearness allowance already given:—

If the average of the monthly figures of the All India Average Consumer Price Index Numbers (General) (base 1949—100) for each half year from January to June and from July to December of each calendar year should rise by more than 10 points over 102, the dearness allowance for the succeeding half year shall be raised by a flat amount of Rs. 4-14-0 per month for all, for each of such rises of 10 points. Likewise, if the average of the monthly figures of the All India General Index Number falls by more than 10 points after it has risen as aforesaid, there shall be a reduction of Rs. 4-14-0 per month for each drop of 10 points, but not if below 102.”

It is admitted that under this direction the colliery workers in the rest of the country, except Assam, have received two additions of Rs. 4-14-0 per month (annas 3 per day) in their dearness allowance, the first having been granted from 1-4-1958 and the second increase from 1-4-1960 because there had been a rise in the all India Average Consumer Price Index Numbers (General) as aforesaid.

I might here state that to compensate them for this increased burden, the coal mines in the rest of the country, except Assam, were granted appropriate increases in the selling price of their coal on each of these two occasions when increase in the dearness allowance was sanctioned.

70. The unions have demanded (1) that the scheme of dearness allowance as prescribed by the Labour Appellate Tribunal should be granted to them and (2) that the workers should be granted the benefit of the scheme of variable dearness allowance, including the benefit of the two increases which colliery workers in the rest of the country have received.

71. The management has opposed this demand and Shri Bose, the learned Counsel for the company, has argued that if the scheme of dearness allowance were to be granted and the system of foodgrain concession were also to be retained, the Assam workers would be getting disproportionately higher wages than are granted to the workmen in the rest of the country. He has argued that the workmen must either accept the scheme of basic wage and dearness allowance as have been awarded by the L.A.T. to the workmen of the rest of the country, and agree to drop the benefit of the foodgrain concession, and that if the workers want the benefit of the foodgrain concession scheme in force, then they must accept the lower rate of dearness allowance in force under the agreement of 7th December 1956. Shri Bose has relied upon the judgment of the Hon'ble Supreme Court in the case of the management of Birla Cotton Spinning and Weaving Mills Ltd., Delhi v its workmen and others [1961 A.I.R. (S.C.p. 1179)] where their Lordships have stated that the basic principle of standardisation is to raise what is low and to reduce what is high. Shri Bose has argued that the demand for the better scheme of dearness allowance under the Labour Appellate Tribunal's decision, whilst retaining the benefit of the scheme of concessional supply of rations means that the workmen want the best of the two schemes of dearness allowance. He has argued that the difference of 37½% in the dearness allowance for the lowest paid worker (rate of 150% prescribed by the Labour Appellate Tribunal and the rate of 112½% under the agreement of 7th December 1956) was well looked after by the concessional supply of rations. I am inclined to accept this contention of the management in so far as the demand for the application of the Labour Appellate Tribunal's scheme of dearness allowance is concerned. It must be remembered that even after taking into account the geographical and other adverse factors, the scheme of foodgrain concessions does partially and in a limited way serve the purpose of dearness allowance because the provision of dearness allowance, as its very name indicates, is to compensate the workmen for the rise in the cost of living.

72. Though under the scheme of dearness allowance under the agreement of 7th December 1956, the workers of these collieries stand to get lower cash dearness allowance, still that is offset partially by the supply of food items at concessional rates which have remained static for many years now. I am, therefore, not satisfied that the unions' demand for the Labour Appellate Tribunal's scheme of dearness allowance is justified and I reject that demand and direct that the existing scheme of dearness allowance shall continue.

73. I may here state that I agree with Shri Kanti Mehta's contention that this is not a dispute for standardisation of wages or conditions of work in the coal industry. Firstly this reference concerns only 4 collieries in Assam. Secondly, the demand under reference arises out of the agreement of 31st July 1959 and is one for making up deficiencies and is not for standardising wages of service conditions in the entire industry, in which case there might be a justification for reducing what is higher. It must be remembered, as stated at the very outset, that from the very beginning certain categories of the Assam workers have always had the benefit of higher wages than the workmen in the collieries of the rest of the country, on account of the difficult conditions of their work.

74. With regard to the demand for the benefit of variable dearness allowance as granted by the Labour Appellate Tribunal to the collieries in the rest of the country, I am satisfied that the demand in principle is justified. Shri Bose, the learned Counsel for the company, has opposed the demand on the ground that the scheme of rations at concessional rates looks after the rise in the cost of living. This, in my opinion, is a tall claim. It is necessary to remember that the food group is only one of the groups that go into the determination of the consumer price index number and that the company's scheme of foodgrain concessions only supplies four items, of food viz. rice, atta, masoor dal and mustard oil, at concessional rates. The company's scheme does not look after the food group in its entirety, but only a very small part of it. To accept Shri Bose's argument would be to accept that the workers consume nothing more than the four items of food articles it supplies. Surely that is not so. The company's

scheme does not look after any of the other groups viz., clothing, fuel and fire (except to the extent of free supply of coal) housing and the miscellaneous group. The cost of food group is generally estimated as having weightage of 50% to 60% in the cost of living. The items of food which the company is providing at concessional rates constitute at best only a portion of the food costs. Thus on a rough estimate the company's scheme of food concession can be deemed to neutralise the rise in the cost of living only to the extent of about 25%. This would mean that at best instead of the benefit of Rs. 4-14-0 per month or of annas 3 (0.19 nP.) per day the company's workers would be entitled to the benefit of Rs. 3.64 nP per month or 0.14 nP per day by way of variable dearness allowance. When the average all India Consumer Price Index Number goes up above 102 by 10 points as directed by the Labour Appellate Tribunal.

75. Shri Bose has argued that the all India consumer price index number should not be taken as the basis for computing the 10 points rise in the cost of living but that the consumer price index number at Silchar or Gauhati and Tinsukhia, published by the Assam State Government should form the basis. He has urged that Tinsukhia is only 30 miles from Marghretta where the company has its head office. The unions have opposed this suggestion on the ground that the 4 collieries of the company are situated in the interior at long distances from these three places for which no index numbers are worked out, and that the application of these index numbers to the areas near the collieries where they live would not be fair to them. They have also argued that as the variation in the dearness allowance, for the collieries in the rest of the country, is linked to the all India Consumer Price Index Number it would be fair and just also to link the variable dearness allowance for the Assam workers to the all India number. I accept the unions' contentions as I am satisfied that the all India Average Consumer Price Index Number (General) (base 1949=100) should also be adopted for the Assam Collieries as for the rest of the country. A similar argument as urged by Mr. Bose was also urged before the Labour Appellate Tribunal but did not find favour with it. The adoption of the All India Consumer Price Index Number is to be preferred in the interest of uniformity and because this number is the basis for the determination of the rise in the cost of living for determining the variable dearness allowance.

76. I would, therefore, on the demand for variable dearness allowance direct as follows:—

"If the average of the monthly figures of the all India Average Consumer Price Index Numbers (General) (base 1949=100) for each half year from January to June and from July to December of each calendar year should rise by more than 10 points over 102, the dearness allowance for the succeeding half year shall be raised by a flat amount of Rs. 3.64 nP per month for all, for each of such rises of 10 points. Likewise, if the General Index Number falls by more than 10 points after it has risen as aforesaid, there shall be a reduction of Rs. 3.64 nP per month for each drop of 10 points, but not if below 102."

I further direct that the benefit of variable dearness allowance shall be granted with effect from 1st January 1959. In other words, the workmen of this company's collieries will get the benefit of variable dearness allowance at the rate prescribed by me from 1st January 1959 i.e. the benefit of one increase in dearness allowance of Rs. 3.64 per month or 14 nP per day from 1st January 1959 till 31st March 1960 and the benefit of a second increase at the same rate from 1st April 1960.

77. With regard to the monthly rated workmen, the unions have urged the same submissions as for the daily rated workmen viz., (1) that where the existing basic wage is lower than that prescribed by the decision of the Labour Appellate Tribunal for the like category, they shall be brought up to the minimum of the Labour Appellate Tribunal scale (2) that where the annual increment is higher in the pay scale prescribed by the Labour Appellate Tribunal the higher rate of annual increment shall apply and (3) where the length of the span of the pay scale under the Das Gupta Award is longer than under the agreement of 7th December 1956, the same shall apply. Shri Kanti Mehta has filed a comparative statement (exhibit W-5) showing the existing scales of pay for the various categories of monthly rated staff. The monthly rated staff consist of (1) clerks (2) mining staff (3) surveyors and (4) medical staff and he has claimed for them the same scales as prescribed by the Labour Appellate Tribunal for like categories of workmen in collieries in the rest of the country. There are certain categories existing in this colliery for whom no scales of pay have been

prescribed by the Labour Appellate Tribunal. One such category is that of Senior Mining Sirdar, which was discussed at the hearing before me. The company's present scale for this category is Rs. 45-5-80-E.B.-6-104 and Shri Kanti Mehta has claimed for him the scale of Rs. 65-5-115-E.B.-6-145. It was stated at the hearing that at present the company employs only about 8 senior mining sirdars. The company has opposed the scale of pay suggested by Shri Kanti Mehta, but it has suggested in its statement Ex-E-3 the scale of Rs. 60-5-90 to replace the existing scale. But the company's proposed scale is not satisfactory as, whilst it raises the start of the basic pay, it reduces the maximum. On a careful consideration of the submissions of the parties I consider that the following scale would be adequate viz., Rs. 65-5-100-E.B.-6-130 and I award accordingly.

78. For Mining Sirdars (Grade I) and Mining Sirdars (Grade II) the company's existing scales are Rs. 40-3-64 and Rs. 43-3-70 whilst the scales of pay prescribed by the Labour Appellate Tribunal for the same categories are Rs. 52-3-73 (class II) and Rs. 55-3-85 (for class III) and Shri Kanti Mehta has claimed the Labour Appellate Tribunal's scales, which I award.

79. The only other category of monthly rated workmen to which reference was made at the hearing was that of creche nurses for whom the company's existing scale is Rs. 45-5-80-E.B.-6-104, but for whom the scale prescribed by the Labour Appellate Tribunal is Rs. 55-4-75. As will be noticed, the Labour Appellate Tribunal's scale has a higher start but a lower maximum. Shri Kanti Mehta has asked for the scale of Rs. 55-5-90-E.B.-6-104. I am well aware that there is general complaint by the collieries that creche nurses are not willing to accept appointments at the scale of pay Rs. 55-4-75 prescribed for them by the Labour Appellate Tribunal as both the starting pay and the maximum of the scale is considered low. I think the scale of pay suggested by the union is a fair one as it maintains the increase of Rs. 10/- in the starting pay till the maximum is reached and I would therefore award for the creche nurses the scale of pay of Rs. 55-5-90-E.B.-6-104.

80. It is necessary also to refer to the cases of dressers, ward boys and ayahs who belong to the medical department of the company and who under para 8 of the agreement of 7th December 1956 have been retained as daily rated though the Majumdar Award as modified by the Labour Appellate Tribunal had provided a monthly scale of Rs. 28-1-45 for them. The union has pressed that they should be placed in the monthly rated scale prescribed by the Labour Appellate Tribunal and I accept this contention and direct they shall be converted into monthly rated and that they shall be given the benefit of the monthly scale of Rs. 28-1-45 prescribed by the Labour Appellate Tribunal for them. I further direct that in no case the basic pay of any workman of these categories shall be less than Rs. 28/- p.m. I further direct that they shall get the benefit of this scale from 1st January 1959. Similarly, chowkidars and chaprasis who are daily rated should be placed in the monthly scale of pay prescribed by the Das Gupta Award.

81. I further direct that the method of adjustment of the existing salary of the monthly rated workmen into the revised wage scale shall be the same as directed by the Labour Appellate Tribunal, and as interpreted by the Das Gupta Award.

82. Under the agreement of 7th December 1956, it was agreed with regard to underground allowance, that all mining staff whose basic rates of pay is Rs. 72/- per month or less, will receive an underground allowance of 12½% on their basic wages in accordance with the terms of the all India Industrial Tribunal (Colliery Disputes) Award. The mining staff consisted of Senior Mining Sirdars Grade II, Mining Sirdars I and II and Assist Deputy Overman. The underground allowance does not count for dearness allowance, provident fund or bonus. The Labour Appellate Tribunal in para 337 of its Decision directed:—

"Thus we direct that all workers who have to go down inclines or work underground in the course of their work shall be paid underground allowance at 12½% of basic pay, subject to the maximum of Rs. 12 per month in both market and State collieries."

The unions have demanded payment of underground allowance at the above rates prescribed by the Labour Appellate Tribunal for not only the mining staff but all other categories of underground workers. The mining staff got underground allowance under the agreement of 7th December 1956 but the daily rated underground workers are not getting any underground allowance. The underground workers in this colliery have been granted a higher basic scale of pay by me

considering the nature of the strenuous work under more difficult conditions which they have to perform underground. Thus the element of compensation provided by the grant of a separate underground allowance has already been looked after by the higher scales of basic pay prescribed by me for the daily rated underground workers. In the circumstances, I am not satisfied that the demand for a separate provision of underground allowance for the daily rate workmen is justified. The monthly rated mining staff will however continue to get the underground allowance at the rate prescribed by the agreement of 7th December 1956.

Piece-rated Workers

83. In para 600 of the Award dealing with the cases of those piece-rated workers for whom no proper workloads could be ascertained and for whom therefore it was not possible to fix a proper piece-rate, the Majumdar Tribunal directed that they should be granted an increase of 58-1/3% over their existing basic wages. This rate of increase was fixed on the basis of the increase in basic wages that was granted for the pick miner. The Labour Appellate Tribunal in paragraph 164 of its award observed and directed:—

"As the increase in basic wages for the pick miner has been 75% we feel that if the same percentage of increase was given to these piece-rated workmen for whom no workloads have been fixed, it would stabilise the position and we direct accordingly."

I would, therefore, also direct accordingly.

84. There is another question connected with the piece-rated workmen and that is their claim for a guaranteed minimum wage. This is guaranteed to the piece-rated workers to provide for situations where their daily wages suffers for no fault of theirs. The Majumdar Tribunal accepted the merits of the claim for a guaranteed minimum wage for the piece-rated workmen and directed:—

"The earnings of the piece-rated workers should be reviewed at the end of every 13 working days and if on account of the factors for which the piece-rated workers are not responsible they cannot reach their outputs as fixed by us, the management should make up the deficiency to the extent of 75% of the total emoluments that they would have earned under normal conditions after setting off towards the same any lay off compensation that they may have been paid under section 25C of the Industrial Disputes Act, 1947."

Before the Labour Appellate Tribunal the only objection that was raised against this direction of the Majumdar Tribunal was against the period of adjustment having been fixed at 13 days. As the piece-rated workmen are mostly daily rated but weekly paid, the Labour Appellate Tribunal felt that it would be reasonable that the period of adjustment should correspond to the wage period of the workers which is a week of 6 working days. The Labour Appellate Tribunal therefore by para 195 of its decision modified the Majumdar Award by reducing the period of adjustment to one week to correspond to the usual wage period of the workers.

85. I am satisfied that the demand of the unions for the same direction for the piece-rated workers securing to them a guaranteed minimum wage is justified and I therefore direct accordingly.

86. It is also necessary to direct generally that whatever benefits have been granted by the Labour Appellate Tribunal's decision and the Das Gupta Award as for instance for (1) lead and life rates with directions thereon regarding dearness allowance (2) tub pushing allowance etc., shall also apply to the workmen of these collieries.

87. I further direct that all payments under this award shall be made within one month of the date this award becomes enforceable.

88. I am conscious that my award will increase the wage burden on this company. The company, it appears to me, would be entitled to get some increase in the selling price of its coal on the basis of the award made by me over the increases it has already received. But what the actual increase in the selling price should be will depend upon the proper implementation of the Award and will have to be determined by the Cost Accountants of the Government Department concerned.

89. I cannot part with this reference without expressing my thanks to the representatives of the company, Counsel Shri K. B. Bose and Shri S. S. Mukherjee, Advocate and the officers of the company assisting them and the representatives of the unions, Shri Kanti Mehta and Shri Gulab Gupta of the Indian National Mine Workers' Federation and Assam Colliery Mazdoor Congress and Shri Mohanlal Mukherjee, Vice-President of the Assam Coal Miners Workers' Union, for the assistance I have received from them.

SALIM M. MERCHANT,

Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

[No. 4/57/60-LRII.]

S.O. 2956.--In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Kedla Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 9 of 1961

PARTIES:

Employers in relation to Kedla Colliery,

- AND

Their workmen.

PRESENT:

Shri L. P. Dave, Presiding Officer.

APPEARANCES:

For the Employers: Shri P. R. Mukherjee, } Advocate.
Shri R. S. Rao

For the Workmen: Shri Gulab Gupta.

STATE. Bihar.

INDUSTRY. Coal Mines.

Dated November 27, 1961

AWARD

By Government of India, Ministry of Labour and Employment, Order No. 2/324/60-LR II, dated 18th January 1961, the industrial dispute existing between the employers in relation to Kedla Colliery and their workmen in respect of the question whether the action of the Management in locking out seventy-two workmen (mentioned in the list attached to the order) of No. 1C quarry of their Colliery was justified and if not, what relief the workmen were entitled to was referred for adjudication to the Industrial Tribunal, Dhanbad. By subsequent order No. 4/90/61-LR II, dated 9th June 1961, the proceedings in relation to the above dispute were transferred to this Tribunal for disposal according to law.

2. By their written statement, the workmen contended that the Kedla Colliery belongs to Messrs. Bokaro and Ramgarh Ltd.; and that it was a very prosperous one, having ten or twelve quarries working with an approximate labour strength of about 1000; that the 72 workmen mentioned in the schedule to the Government order of reference used to work in quarry No. 1-C which was run directly by the Company all along; that almost all of them were appointed to work as miners in 1959; that under the orders of the Mines Department authorities, the mining operations in five or six quarries including No. 1C quarry were suspended by the Management, but the remaining quarries continued to work as usual; that thus nearly 400 miners including the 72 persons under reference were thrown out of employment without any notice, without any lay-off compensation or retrenchment compensation and that the principle of 'last come, first go' was not followed nor was the procedure of retrenchment as laid down in Industrial Disputes Act observed; that the Union immediately wrote to the Conciliation Officer drawing his attention to the arbitrary and unjustified action of the Management; that the Conciliation Officer intervened immediately and discussions were held; but that

the efforts ultimately ended in failure; that the Management did not agree to take back these 72 senior most persons under reference in their employment, although junior hands and even new hands were employed in large number; that after expiry of the rainy season the Management opened all quarries excepting No. 1C quarry and at that time also these 72 workmen were denied employment; that the Union again requested the Conciliation Officer to take up the matter and he did so, but the conciliation proceedings again ended in failure; that the controversy that the workmen concerned had been working under a contractor from January, 1960 was introduced by the Management for the first time at the conciliation meeting held in November, 1960; that the workmen had no knowledge about a contractor having been appointed, nor were their services transferred under the alleged contractor; that the allegations of the Management on the point are untrue; that the workers of Kedla Colliery were among the worst exploited labour and that with a view to get their grievances redressed, a large section joined the Colliery Mazdoor Sangh and a branch of the Sangh was opened at the colliery in 1959; that the Management did not like this; that the 72 workmen concerned in the dispute had been the spear head of the workers' movement in the colliery; that they constituted the hard core and it was due to their active enthusiasm that the Union came into existence; that the Management left no stone unturned to win over these workmen, but having failed in their attempt they hatched up a plan to get rid of them by throwing them out of employment for good; that the Management could have avoided inundation of quarry No. 1C in the rainy season; that they even did not reopen the quarry with a view that they may not have to take back these workmen; that the action of the Management in stopping the workmen from employment without notice or notice pay, without taking into consideration their seniority and without payment of lay-off or retrenchment compensation was arbitrary and unjustified. It was, therefore, prayed that these 72 workmen may be ordered to be reinstated with continuity of service and full wages etc

3. The employers filed a written statement contending *inter alia* that the workmen concerned were not the employees of the Company, but were workmen of a raising contractor named Jawahar Singh; that, similarly workmen in the other sections of the colliery are also not the workmen of the owners of the Kedla Colliery but are workmen employed by different contractors; that there was thus no employer-employee relationship between the workmen and the company and there could, therefore, be no industrial dispute between them; that the present reference is bad in law inasmuch as there could not be any industrial dispute in relation to the industry or establishment which had been closed and was, therefore, not in existence, as the present reference has been made about seven months after the quarry in question was closed; that the different quarries of the Kedla Colliery are worked through different and independent raising contractors; that quarry 1C is a separate and independent quarry with no connection with other quarries; that on account of danger of inundation during the rainy season the mining operations in all quarries situated by the side of the 'Nala' including quarry No. 1C had to be suspended from 26th June 1960 to 31st October 1961; that the raising contractor closed the quarry No. 1C on 26th June 1960, but he has not restarted it and the quarry remains closed till this date; that the closure of the quarry does not amount to a lock-out and the present reference is bad in law on that ground also; that the Union did not complain against any lock-out but against what it considered to be an unreasonable attitude of the Company; that only twelve out of the persons concerned in the reference had put in an attendance of 240 days in the preceeding year and even if the provisions of Chapter V-A of the Industrial Disputes Act were considered applicable they could apply to only these twelve workmen. In the end, the Company prayed that the Tribunal should hold that the present reference is bad in law; that there was no lock-out and hence there could be no question of any justification of the same or any relief; that the Company was not the employer of the seventy-two workmen concerned; that the action in closing the quarry was justified and could not amount to lock-out; that there was nothing in law to compel the Company to reopen the quarry and that the workmen, therefore, did not deserve any relief

4. By an additional written statement, the Company raised an additional point of law regarding maintainability of the present reference on the ground that the dispute was not represented by a Union and was, therefore, an individual dispute and not an industrial dispute (This point, however, was not urged at the time of hearing).

5. Jawahar Singh, the alleged raising contractor, did not appear at first, but appeared later on and filed a written statement supporting the allegations made by the employer. It may be noted here that he did not appear thereafter nor did he take any further part in the proceedings

6 The present dispute relates to the Kedla Colliery which is owned by Messrs. Bokaro and Ramgarh Ltd. whom I shall hereafter refer to as the Company. This colliery is working about eleven or twelve quarries. The seventy-two workmen, who are the subject of this reference, were working in the quarry No. 1C. The working of this quarry was closed somewhere in June, 1960 and the present dispute relates to it. Under the terms of reference, the point to be decided by this Tribunal is whether the lockout of these workmen was justified or not. The most important contention raised by the Company is that under no circumstance could the stoppage of work be called a "lock-out" and that even according to the allegations made by the workmen, it is not a case of lock-out and, therefore, the reference as framed must fail. I shall come to this point later on. The other contention raised by the Company is that the present reference is bad in law, firstly, because the workmen were not the direct employees of the Company, but were employees of a contractor named Jawahar Singh to whom a contract for raising coal from quarry 1C (to which the present disputes relates) had been given; and secondly, because the quarry was closed at the time of the reference and there could, therefore, be no valid reference about it. The workmen's case, it may be noted, is that their work was stopped to victimise them, because they were members of a Trade Union. Their further case is that the Company deliberately did not reopen the quarry, the idea being to avoid having to re-employ them.

7 The first contention regarding the legality of the reference is alleged to be that the workmen were not the employees of the Company, but the employees of a contractor to whom a contract for raising coal from this quarry had been given. The employer has led no evidence on this point. The contractor has not been examined as a witness. As I mentioned above, the contractor appeared at a very late stage and was permitted to file a written statement in which, no doubt, he said that he was a contractor; but he has not entered the witness box to support this allegation. The allegations in the written statement are no evidence. There is no evidence led on behalf of the Company to support this allegation.

8. On the contrary, Rijhan Turi who was working as a coal cutter in quarry No. 1C has been examined as a witness and he has said that he never knew that Jawahar Singh was a contractor. He has further said that Jawahar Singh was only supervising the work of raising coal, distribution of tubs etc. He has then stated that Jawahar Singh was not working at the colliery in the beginning and that he came there somewhere in the beginning of 1960. Lastly, the witness said that the wages of workmen were paid by the clerks of the colliery all along, except that Jawahar Singh did so for a week or so.

9. We have then the evidence of Shri Damodar Pandey, the Secretary of the Kedla Colliery Branch of Colliery Mazdoor Sangh, who has stated that in some disputes relating even to quarry No. 1C there were conciliation proceedings and the employers were then represented by the Manager of the Colliery. If Jawahar Singh had become a contractor and if the workmen were his employees, he would have appeared in the conciliation proceedings and not the Manager of the Colliery.

10. Apart from this, there are other circumstances which disprove the allegations of the Company. In their written statement, the Company has admitted that these persons were engaged by them for the purpose of removal of overburden. They, however, alleged that after the overburden was removed, the work of raising coal was entrusted to this contractor and the workmen became his employees. It was up to the Company to prove this, especially when, as admitted by them, they had engaged the workmen in the beginning. Admittedly no notice was given to the workmen that they ceased to be workmen of the company or that they became the employees of the contractor. Even the books kept by the Company show the names of the workmen as the Company's employees all along. It is an admitted fact that the alleged contract between the Company and Sri Jawahar Singh has not been in writing. If it was an oral contract, the company should have led oral evidence in support of their allegation, but they have not done so.

11. In view of all this, I hold that the Company has failed to prove that the present workmen were not their employees or that they were the employees of a contractor. The reference cannot, therefore, be said to be invalid on this ground.

12. The second ground, on which the validity of the reference is challenged, is that at the time of reference the working of the quarry had been closed and that the workmen could not then be said to be working in the industry and as the unit in which they were working had ceased to exist, there could not be said to be any industrial dispute and the present reference is, therefore, bad. In this connection, reliance was placed on the Supreme Court case between Barsi Light Railway Company Ltd. and another and Joglekar (K N) and others reported at

(1957) 1 L.L.J. 243. The learned Advocate for the Company drew my attention to column 11 of page 248 of this report, where the remarks from the Supreme Court case of Pipraich Sugar Mills Ltd., Vs. Pipraich Sugar Mills Mazdoor Union are quoted. The Pipraich Sugar Mills case is reported at (1957) 1 L.L.J. 235. The remarks quoted in Barsi case are as under:—

"It cannot be doubted that the entire scheme of the Act assumes that there is in existence an industry, and then proceeds on to provide for various steps being taken, when a dispute arises in that industry. Thus, the provisions of the Act relating to lock-out, strike, lay-off, retrenchment, conciliation and adjudication proceedings, the period during which awards are to be in force, have meaning only if they refer to an industry which is running and not one which is closed".

The remarks show that unless the industry is in existence there could not be any industrial dispute.

13. It cannot be said in the present case that the industry has ceased to exist. The Kedla Colliery is running and what has happened is that one of their quarries is not working at present. It would not mean that the industry has ceased to exist and hence there could not be an industrial dispute. We have to take the colliery as a whole and not merely a part of it. A section of an industry may be closed; but it would not mean that the entire industry is closed. For instance, in considering a question of retrenchment of workmen because a particular section is closed, what has got to be considered is the effect of the closure of that section on the industry as a whole and the employer in such case can retrench workmen from other sections also. In other words, the closure of a section cannot mean the closure of the industry and it could not, therefore, be said that there cannot be an industrial dispute in the present case.

14. It may then be noted that the Supreme Court has decided in the Pipraich Sugar Mills case referred to above that it is not necessary that the industry must be in existence at time of reference of a dispute. The power of the Government to make a reference is to be determined with reference not to the date on which it is made but to the date on which the right which is the subject matter of the dispute arises and the machinery provided under the Act would be available for working out the right which are accrued prior to the dissolution of the business. Hence, even if it be held that the closure of quarry No. 1C amounts to the closure of the industry, even then as the dispute arose because the quarry was closed, the reference cannot be said to be invalid.

15. This brings me to the important question between the parties and it is whether the alleged lock-out of the workmen was justified or not. It may be noted at the outset that the Tribunal has to confine itself to the terms of the order of reference and that it cannot go beyond it. Section 10 of the Industrial Disputes Act empowers the appropriate Government to refer an industrial dispute to a Tribunal for adjudication. Section 10(iv) lays down that where in a order referring an industrial dispute to a Tribunal, the appropriate Government has specified the points of dispute for adjudication, the Tribunal shall confine its adjudication to those points and matters incidental thereto. In the present order of reference, the point of reference has been specified by Government, and it is "whether the lockout of the workmen was justified or not". I have therefore to confine myself to the question of lockout only. This was conceded to by Shri Gulab Gupta who appeared on behalf of the workmen and who fairly conceded that in case the Tribunal came to the conclusion that there was no lockout, the workmen would be out of Court in the present reference.

16. As I mentioned above, it is an admitted fact that the present 72 workmen were working in quarry No. 1C of the Kedla Colliery. It is also an admitted fact that the working of this quarry was stopped in June, 1960. The Company has alleged that this was under the direction of the Department of Mines. The workmen have also admitted in para 6 of their written statement that under the orders of the Mines Department authorities the mining operations in five or six quarries including number 1C quarry were suspended by the Management.

17. The grievance of the workmen as made out in the subsequent paras of the written statement is that the workmen were thrown out of employment without any notice or without any lay-off compensation or without any retrenchment compensation and that the principle of 'last come, first go' was not followed.

18. "Lockout" is defined in clause (1) of Section 2 of the Industrial Disputes Act, as meaning the closing of place of employment, or the suspension of work, or the refusal by an employer to continue to employ any number of persons employed by him. I may at this stage also refer to the definition of "lay-off" given in clause (kkk) of the above section as meaning, the failure, refusal or inability of an

employer, on account of shortage of coal, power or raw materials or the accumulation of stocks or the breakdown of machinery or for any other reason, to give employment to a workman whose name is borne on the muster rolls of his industrial establishment and who has not been retrenched.

19. Lockout has been interpreted as meaning the reverse of a strike. It requires that the relationship of employer and employee should continue; there should also be some sort of malice or ill will in a lockout. This has been held by the Labour Appellate Tribunal in the case between Praboo Pandey and J. K. Jute Mills Company Ltd. (1956) 1 L.L.J. 588. It has also been held in this case that temporary stoppage of work for lack of raw materials cannot amount to lockout as defined in the Industrial Disputes Act.

20. Before proceeding further, I may mention that the case of the workmen in the written statement does not appear to be one of lockout. In para 7 of the written statement, they have stated that the workmen were thrown out of employment without any notice or without any lay-off or retrenchment compensation and that the principle of 'last come, first go' was not followed, nor was the procedure of retrenchment observed. In para 10 of the written statement, they have alleged that the Management did not agree to take back these workmen. Then in para 11, they have said that when the management opened other quarries, they denied employment to the present workmen. In para 15, they have said that all the involved workmen had been working as the direct employees of the Company till the quarry was closed on June 26, 1960. In para 26, they have said that the Management probably expected that the present workmen would leave the colliery if they did not get employment for three or four months continuously, but when they found that they had been reporting for work during as well as after the expiry of the rainy season, the Management decided not to reopen No. 1C quarry so that they may not have to take back the said workmen. The prayer of the workmen in the written statement is that the employers should be directed to reinstate the workmen with continuity of service etc.

21. I may here also refer to the case of the Union during conciliation proceedings. Annexure A of the written statement of the employers is a copy of a letter from the Secretary of the workmen's union to the conciliation Officer written on 10th September 1960 and the subject therein is mentioned as "regarding retrenchment of workmen in Kedla Colliery and vacation of quarters by the retrenched workers". Annexure C is a letter dated 16th November 1960 written by the Union Secretary to the Conciliation Officer wherein he has given a summary of their case. It is mentioned therein that the closure was wholly unjustified and that the workmen should be reinstated.

22. It was urged on behalf of the workmen that these letters should not be taken into consideration because they were letters written during conciliation proceedings and offers and counter offers made during conciliation proceedings should not form the basis of an Award, as held by the Calcutta High Court in the case of Dhana Krishna Vs. Sixth Industrial Tribunal, West Bengal, reported at A.I.R. 1960, Calcutta, 225. In that case, an offer was made by the employer during conciliation proceedings to pay particular bonus and this offer was not accepted by the Union. When the matter was heard before the Tribunal, it was found that under law no bonus could be paid; but the Tribunal awarded bonus on the basis of the above offer made by the Employers during conciliation proceedings. The High Court held that an offer made during conciliation proceedings could not be enforced as a binding agreement. If I may say so, it may be said to be an offer "without prejudice" and may sometimes be made with a view to purchase industrial peace. Mr Justice Mukherjee in his judgment has said that he was not to be understood as laying down any proposition that the Industrial Tribunal could not under any circumstance consider the offers and counter-offers made before the Conciliation Officer. He could certainly do so in the process of deciding and adjudicating an issue of bonus, and consider them as one among other factors or pieces of evidence. What he decided was that only because an offer was made before the Conciliation Officer, the Tribunal could not make its award on that ground alone, although it did not answer judicially recognised categories.

23. In the present case, the above letters of Union are not offers or counter-offers, but they are complaints made by the Union against Employer. It was on the basis of these letters that the Conciliation Officer started conciliation proceedings. The letters represent the allegations and the case of the workmen. They have their own weight. Again the allegations made in the letters have been repeated in the written statement of the workmen.

24. It would thus appear that the case of the workmen is one either of lay-off or of retrenchment; it is not one of lockout. The workmen have alleged that they

were not given any notice, that they were not given any retrenchment compensation nor were they given any lay-off compensation. They have alleged that the principal of 'last come, first go' was not followed. Later on, they have alleged that the workmen were not taken back; that they were denied employment; that the quarry was not reopened etc. All this would go to show that according to the workmen, it is a case either of lay-off or of retrenchment, but not one of lockout.

25. It has been held by the Supreme Court in the case of *Feroz Din Vs. State of West Bengal* (1960) 1 L.L.J.—244 that neither discharge nor retrenchment would mean lockout. The definition of lockout was interpreted as meaning refusal by the employer to allow any number of persons employed by him to attend to their duties without affecting a termination of service. In the present case, the workmen's own case appears to be that their services were terminated and it could not, therefore, be said to be a case of lockout.

26. I may here refer to the deposition of Rijhan Turi where he has stated that the Manager of the colliery came to the quarry and told the workmen that he would not give them work as they were members of the union and saying so he drove them out of the quarry. This allegation is made for the first time in the deposition; but assuming it to be correct, it would only mean that it is a case of discharge or dismissal and not one of lockout.

27. It was then urged that the quarry was closed and work was refused to these workmen because they had joined the Union. The relevant allegations in the written statement are made in paras 20 to 24. It is firstly alleged that the workmen of this colliery were among the worst exploited labour and hence with a view to getting their grievances redressed a large section of the workmen joined the Colliery Mazdoor Sangh and a branch thereof was opened at the Colliery in 1957. It is then alleged that the Management did not like the formation of the union nor did they like the workmen joining the same and so some of the permanent workers were dismissed by way of victimisation. It is further alleged that the 72 workmen in the dispute had been the spear head of the workers' movement in the colliery, that they constituted the hard core and that it was due to their active enthusiasm that the union came into existence and advanced in rapid stride. Lastly, it is alleged that the Management left no stone unturned to win over these 72 workmen by showing of favour or frown, but having failed in it they ultimately hatched up a plan to get rid of them by throwing them out of employment for good. These allegations have been denied in the written statement of the Company.

28. The evidence led by the workmen on this point is the evidence of Sri Damodar Pandey, the Secretary of Kedla Colliery branch of Union. From his evidence, it appears that the Manager made an attempt to disturb a meeting called for organising the union. In spite of this, a Union was formed. There were 125 persons working in quarry No. 1C and 150 working in quarry No. 1D. About 75 workmen from each of these two quarries were members of the Union. No workmen from any other quarry had become a member of the Union. It is an admitted fact that quarry 1D is even now working. This means that out of 150 members of the Union 75 are still working with the company and no attempt is alleged to have been made to stop their work. Again by the closure of quarry 1C, other workers who are not members of the Union are also affected and not merely the members of the Union. Shri Pandey stated that the reason why the quarry 1C was closed was that there were about 10 active workers of the Union in this quarry. By this he meant the members who took active part in the activities of the union, for instance by enrolling fresh members. On this allegation there is no evidence except the bare word of Sri Pandey, which is in direct conflict with the allegations made in the written statement where it has been stated that all the 72 workmen concerned in the dispute had been the spear head of the workers' movement in the colliery and that they constituted the hard core and that it was due to their active enthusiasm that the union came into existence and advanced in rapid stride. It has also been alleged in the written statement that the Management left no stone unturned to win over these 72 workmen and having failed to do so they hatched up a plan to throw them out of employment. In other words, the written statement made no difference between active members and non-active members and alleged that all the 72 workmen concerned in this dispute were taking active part in the union activities and that is why they were victimised. As I mentioned above, there is no evidence of any sort to show that these workmen were taking active part in the union activities or to show that because of that the whole quarry was closed. Actually, so far as closing of quarry is concerned, the workmen did not allege any want of bonafides on the part of the Management. They have admitted in the written statement that the working of this quarry had to be stopped under orders of the Mines Department.

29. On the whole, I think that it could not be said to be a case where there was a lockout. As I said above, it may be a case either of a lay-off or of retrenchment. I cannot, however, go into this question because the point referred to me is one of the lockout and not either of lay-off or of retrenchment. I hold that there was no lockout and the question of its being justified or not, therefore, does not arise. I also hold that as there was no lockout, the workmen are not entitled to any relief in the present reference.

I pass my award accordingly.

L. P. DAVE,
Presiding Officer.

[No. 2/324/60-LRII.]

New Delhi, the 8th December, 1961

S.O. 2957.— In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Jeenagora East Bararee Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE NO. 19 OF 1961

PARTIES:

Employers in relation to the Jeenagora East Bararee Colliery.

AND

Their workmen.

Dhanbad, the 23rd November, 1961.

PRESENT:

Shri Salim M. Merchant, B.A.L.L.B., Presiding Officer.

APPEARANCES:

Shri C. D. Thakkar, Law Officer, Jeenagora Colliery,—*for the employers.*

Shri Mahesh V. Desai, General Secretary, Koyla Mazdoor Panchayat, Jharia,—*for the workmen.*

STATE: Bihar.

INDUSTRY: Coal.

AWARD

The Government of India, Ministry of Labour and Employment, by its Order No. 2/210/60-LR. II, dated the 5th April, 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (XIV of 47), was pleased to refer the industrial dispute between the parties above named in respect of the subject matters specified in the following schedule to the said order to me for adjudication.

SCHEDULE

(1) Whether the management of the Jeenagora East Bararee Colliery is justified in transferring the following thirty workers to Khas Dharmaband Colliery from 20th June, 1960?

(2) If not to what relief are the workers entitled?

1. Shri Rahmat Ali. Bhatta incharge.
2. Shri Kapildeo Singh, Water Mazdoor.
3. Shri Budhan Lohar, Luce Man.
4. Shri Ganori Raut, Trammer.
5. Shri Mahadeo Mochi. Trammer.
6. Shri Digambar Dusad, Drag Mazdoor.
7. Shri Mohan Dusad I, Drag Mazdoor.
8. Shri Mohan Dusad II, Drag Mazdoor.
9. Shri Anwarul Haq, Drag Mazdoor.
10. Shri Manager Singh, Drag Mazdoor.
11. Shri Ramrup (Ramrup) Singh, Crusher Mazdoor.
12. Shri Suraj Singh, Crusher Mazdoor.
13. Shri Sukai Saw, Crusher Mazdoor.
14. Shri Raghunath Bhuia, Stacking Mazdoor.

15. Shri Bandhu Bhuia, Stacking Mazdoor.
16. Shri Sital Bhuia, Stacking Mazdoor.
17. Shri Prasadi Mochi, Stacking Mazdoor.
18. Shri Saudagar Mochi, Stacking Mazdoor.
19. Smt. Kabia Mochi, Stacking Kamin.
20. Smt. Mamala Mudi, Stacking Kamin.
21. Smt. Sukhoda Mudi, Stacking Kamin.
22. Smt. Lilmani Mudi, Stacking Kamin.
23. Smt. Chari Mudi, Stacking Kamin.
24. Smt. Sumi Mudi, Stacking Kamin.
25. Smt. Mushni Mudi, Stacking Kamin.
26. Smt. Abala Mudi, Stacking Kamin.
27. Smt. Jaitun Bibi, Stacking Kamin.
28. Smt. Sadiz Bibi, Stacking Kamin.
29. Smt. Falhari Mudi, Stacking Kamin.
30. Shri Rajab Ali Mia, P. Khalasi.

After the parties had filed their written statements, the dispute was taken up for hearing on 20th November, 1961, and after the parties had filed documents and the employers had led their evidence, at the hearing on 22nd November, 1961, the parties applied for time to settle the dispute and at today's hearing filed the terms of settlement. The parties prayed that an award be made in terms thereof. A copy of the terms of settlement reached between the parties is annexed hereto and marked Annexure A. As I am satisfied that the terms of settlement are, in the facts and circumstances of the case, are fair and reasonable, I make an award in terms thereof. The terms of settlement shall form part of this award.

Sd./- SALIM M. MERCHANT,
Presiding Officer,
Central Govt. Industrial Tribunal,
Dhanbad.

DHANBAD;

The 23rd November, 1961.

ANNEXURE "A"

At a joint meeting of the employers in relation to Jeenagarah (E.B.), Colliery represented by Shri C. D. Thacker and workmen as per list appended below, represented by Shri Mahesh Desai, General Secretary, Koyla Mazdoor Panchayat, Jharia, it was decided by both the parties that the following terms of settlement shall be filed before the Chairman, Central Government Industrial Tribunal, Dhanbad, in reference No. 19, of 1961, which is pending hearing.

1. That the workmen as listed below will be on continuous service with effect from their respective dates of joining prior to the closure of Hard Coke Ovens on 20th June, 1960, at Jeenagarah (E.B.) Colliery.

1. Shri Rahmat Ali, Bhatta Incharge.
2. Shri Kapildeo Singh, Water Mazdoor.
3. Shri Budhan Lohar, Luce Man.
4. Shri Ganori Raut, Trammer.
5. Shri Mahadev Mochi, Trammer.
6. Shri Digambar Dusad, Drag Mazdoor.
7. Shri Mohan Dusad I, Drag Mazdoor.
8. Shri Mohan Dusad II, Drag Mazdoor.
9. Shri Manager Singh, Drag Mazdoor.
10. Shri Ramrup Singh, Crusher Mazdoor.
11. Shri Suraj Singh, Crusher Mazdoor.
12. Shri Sukal Saw, Crusher Mazdoor.
13. Shri Raghunath Bhuia, Stacking Mazdoor.
14. Shri Bandhu Bhuia, Stacking Mazdoor.
15. Shri Sital Bhuia, Stacking Mazdoor.
16. Shri Prasadi Mochi, Stacking Mazdoor.
17. Shri Soudagar Mochi, Stacking Mazdoor.
18. Smt. Kabia Mochi, Stacking Mazdoor.
19. Smt. Mamala Mudi, Stacking Mazdoor.
20. Smt. Sukhoda Mudi, Stacking Mazdoor.
21. Smt. Lilmani Mudi, Stacking Mazdoor.
22. Smt. Chari Mudi, Stacking Mazdoor.
23. Smt. Sumi Mudi, Stacking Mazdoor.

24. Smt. Mushni Mudi, Stacking Mazdoor.
25. Smt. Abala Mudi, Stacking Mazdoor.
26. Smt. Jaitun Bibi, Stacking Mazdoor.
27. Smt. Sadiq Bibi, Stacking Kamin.
28. Shri Falhari Mudi, Stacking Mazdoor.
29. Shri Rajab Ali Mia, Pump Khalasi.

2. That the period of closure of Hard Coke Ovens, that is from 20th June, 1960 to 5th June, 1961, will be treated as the period of leave of absence without pay.

3. That in view of good relations existing between the parties, each of the above workmen will be paid Rs. 50 (Rupees fifty), only—a lump-sum *ex-gratia* payment.

4. That the dispute will be treated as settled finally and that the above terms shall be filed for the Honourable Tribunal's Orders.

Signature of the workmen.

Signature for the Company.

Sd./- MAHESH V. DESAI,

General Secretary,
Koyla Mazdoor Panchayat,
Jharia.

Dated 23rd November, 1961.

For Jeenagarah (East Berraree) Colliery
Co., Private Ltd.,

For Khatau & Co., Private Ltd.,

Sd./- Illegible,
Director,
Managing Agents.

Dated 23rd November, 1961.

Before me,

Sd./- SALIM M. MERCHANT,
Presiding Officer.
Central Govt., Industrial Tribunal,
Dhanbad.

DHANBAD;

The 23rd November, 1961.

[No. 2/210/60-LRII.]

S.O. 2958—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Noth Akashkinaree Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD.

REFERENCE NO. 23 OF 1961

PARTIES:

Employers in relation to the North Akashkinaree Colliery.

AND
their workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

Camp: Bombay, the 30th November, 1961

APPEARANCES:

For the employers.—Shri D. Narsingh, Advocate.

For the Workmen.—Shri Mahesh Desai, General Secretary, Koyala Mazdoor-Panchayat.

STATE: Bihar.

INDUSTRY: Coal Mining.

AWARD

The Central Government by the Ministry of Labour and Employment's Order No. 2/82/61-LRII, dated 22nd April, 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes

Act, 1947 (14 of 1947), was pleased to refer the industrial dispute between the parties abovenamed in respect of the subject matters specified in the following schedule to the said order to me for adjudication:—

SCHEDULE

"Whether the management were justified in terminating the services of Shri B. N. Misir, Night Guard, with effect from 26th December, 1960? If not, to what relief is he entitled?"

2. After the usual notices were issued, Shri Mahesh Desai, General Secretary of the Koyala Mazdoor Panchayat for the workmen filed his statement of claim on 7th June, 1961, and the management filed its written statement in reply on 29th July, 1961, after which the dispute was taken up for hearing on 18th November, 1961.

3. This dispute at the request of the parties was heard along with a complaint under section 33-A, of the Industrial Disputes Act, 1947,—application No. 100 of 1960,—which this very workman, Shri B. N. Misir, had filed on 16th December, 1960, against the order of suspension for 30 days which the management had passed against him by its letter dated 23/26th November, 1960. In my award of even date in that complaint I have held that the order of suspension was invalid and illegal and in violation of the standing orders of the company and section 33, of the Industrial Disputes Act, 1947. The present dispute refers to the subsequent termination of his service by the company by its letter dated 28th December, 1960, (annexure "G" to the company's written statement) on the ground that he had failed to report and join duty on 27th December, 1960, on the expiry of the said 30 days suspension from service.

4. The union has challenged this order of termination and its case is that Misir reported for duty on 27th December, 1960, on expiry of the period of his suspension but that the management because of the prejudice it had against him and because it was displeased at the applicant having filed the said application No. 100 of 1960, on 16th December, refused to allow him to rejoin duty. Upon receipt of the management's letter dated 28th December, 1960, terminating Misir's services, the Vice-President of the Koyala Mazdoor Panchayat, raised an industrial dispute and referred it for conciliation to the Regional Labour Commissioner (Central) Dhanbad by his letter dated 2nd January, 1961, (annexure A-1, to union's written statement) and requested him to hold conciliation proceeding and get Misir reinstated with retrospective effect. The union's complaint is that the management avoided appearing before the Conciliation Officer. This appears to be so from the failure report of the Conciliation Officer dated 18th March, 1961, copy of which is annexed to the union's written statement as annexure A-2. Ultimately, because of the non-cooperative attitude of the management the conciliation proceedings ended in failure, whereupon Government referred this dispute for adjudication.

5. The company in its written statement has raised the legal contention that this is an individual dispute and not an industrial dispute. No arguments in support of this contention were urged at the hearing. The company's contention as stated in its written statement, however, is that at the relevant time i.e., the date of the termination of services of Misir the Koyala Mazdoor Panchayat had no *locus standi* as the representative union to sponsor the dispute of Shri B. N. Misir so as to make it an industrial dispute within the scope of the Industrial Disputes Act; that the said union had no membership amongst the workmen of this colliery. The Koyala Mazdoor Panchayat is a registered trade union which has a large membership amongst the colliery workers. The management does not allege that there is any other union that represents its workmen. It was the Panchayat that had sponsored the case of Misir and referred it to the Conciliation Officer and prosecuted it before that authority and ultimately got the same transferred for adjudication to this Tribunal. I am satisfied that the Koyala Mazdoor Panchayat which is a registered trade union has considerable membership amongst the workers of this colliery and that what was an individual dispute became an industrial dispute when it espoused the cause of the termination of services of Misir on behalf of the other workmen in the colliery. I, therefore, reject the contention of the management and hold that this is an industrial dispute, that the reference is valid and I have jurisdiction to entertain the same.

6. The management's main contention is that Misir on 27th December, 1960, on the expiry of his said suspension for 30 days, had failed to report himself for duty and therefore it was justified in terminating his services. Misir has denied this and stated that he had reported himself for duty but was refused work. I

am inclined to accept Misir's story. Even assuming that he did not report himself on 27th December, 1960, as alleged by the management that would not by itself have amounted to misconduct justifying dismissal of the workman because clause (16) of standing order No. 27 for the coal mining industry provides that only continuous absence without permission and without satisfactory cause for more than 10 days would be misconduct justifying dismissal after an enquiry. In this case even if there was failure to report for duty, it was of only one day and I am not satisfied that the company's action was *bona fide*. The company seeks to justify the termination of Misir's services on the plea that its assumption that Misir was not interested in his job any more was reasonable. I am not at all satisfied that such an assumption was a reasonable one on the facts and circumstances of the case. The workman's complaint under section 33-A, clearly shows that he was more than anxious to continue in service. The union's case is that Misir had throughout been anxious to continue in service and had reported himself for duty on 27th December, 1960, but he was not taken back in service and that the termination of his services by the employers was due to the prejudice against him because of his trade union activities and because he had filed a complaint under section 33-A, challenging his suspension. In this connection it is significant to note that the notice dated 22nd December, 1960, by registered post issued by the Tribunal in Application No. 100/1960, against the company was received by the company on 28th December, 1960, the very day on which the notice terminating his services was issued, as is clearly borne out by the acknowledgement of the registered notice on the Tribunal's file of that application. Neither party has led oral evidence, but from the documentary evidence on record and from the facts and circumstances of the case, I am satisfied that the termination of the services of Misir was not justified. I find it extremely difficult to accept the management's story that Misir had not reported for duty on 27th December, 1960, considering that he had earlier on 16th December, 1960, filed a complaint under section 33-A, against the order of suspension wherein he had prayed that the said order be set aside and the management be directed to take him back in service immediately. This shows that he was anxious to continue in service and there was no reasonable justification for the company's assumption that he was not interested in his job. On the facts and circumstances I hold that the termination of services of Shri B. N. Misir was not justified.

7. The next question to consider is what is the relief to which Misir is entitled. The management has, on this point, urged both in its written statement and at the hearing that an order for reinstatement should not be made against him because in the past also Misir had been guilty of many acts of negligence and misconduct for which he had been punished. The company has filed extracts of the previous misconducts and the warnings and punishments inflicted on Misir as annexures C. to F., to its written statement. The management has argued that Misir was a night guard and that the misconduct for which the punishment of 30 days' suspension was inflicted upon him on 23/26th November, 1960, was a serious one and would have justified even his dismissal because the misconduct was that because of his negligence during his duty as night guard on 22nd November, 1960, six pieces of 20 lbs. rails each of 18 ft. in length valued at Rs. 400 had been stolen from near the top of 6 seam pit mouth of the colliery where Misir was on duty. But I cannot take all that into account because the management in inflicting the punishment of 30 days suspension for that misconduct must be deemed to have taken his past record into consideration. In fact, in its letter of 29th November, 1960, the management had recorded that in the past he was let off by being given warnings, but he had not improved. It is thus clear that the management itself felt that the punishment of 30 days suspension was adequate for the misconduct of which he had been guilty on 22nd November, 1960, and I cannot possibly for that reason deny Misir reinstatement in service. As I am satisfied that the termination of the services of Misir was unjustified, I direct his reinstatement in service within 10 days of the date this award becomes enforceable with back wages from 27th December, 1960, till the date of reinstatement. I further direct that the amount of back wages payable to him shall also be paid to him within that time.

8. I think this is a fit case where an order for costs should be made in favour of the union and I therefore award Rs. 100 as costs in favour of the union to be paid within seven days of the date this award becomes enforceable.

Sd./- SALIM M. MERCHANT.

Presiding Officer,

Central Government Industrial Tribunal,
Dhanbad.

[No. 2/82/61-LRII.]

S.O. 2959.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under Section 33-A of the said Act from Shri B. N. Misser, Night Guard, North Akashkinari Colliery.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

APPLICATION No. 100 of 1960

IN REFERENCE No. 27 of 1960

Shri B. N. Misser, Night Guard—*Applicant.*

versus

Khimji Dossa & Co., North Akashkinari Colliery—*Opposite Party.*

Re: Complaint pertaining to be under section 33A of the Industrial Disputes Act.

APPEARANCES:

Shri Mahesh Desai, General Secretary, Koyla Ma'door Panchayat—*for the Applicant.*

Shri D Narsingh, Advocate—*for the Opposite Party.*

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

Dated, Camp Bombay: 30th November 1961

STATE: Bihar.

INDUSTRY: Coal.

AWARD

This is a complaint under section 33A of the Industrial Disputes Act against the Order of the Opposite Party dated 26th November 1960, suspending the applicant, who was admittedly a Night Guard employed in the opposite party's North Akash Kinari Colliery, from service for a period of one month with effect from 26th November 1960. The complainant's contention is that this order, both with regard to the manner of suspension and the duration of the period of suspension was in violation of the Standing Orders in force and applicable to this colliery. The complaint is filed on the basis that the order of suspension was in violation of the provision of section 33 of the Industrial Disputes Act as it was made during the pendency of an industrial disputes—Reference No. 27 of 1960—before this Tribunal in which the Applicant was a workman concerned—without the opposite party having applied for the approval of the Tribunal as required by section 33(2) of the Industrial Disputes Act, 1947 and become the provisions of standing order of the company applicable to the applicant were not followed. The applicant has therefore prayed in this application, which is dated 16th December 1960, that the Tribunal should set aside the order of suspension and the applicant be compensated for the period of his suspension, with costs of this application.

2. The opposite party in its written statement in reply dated 11th January 1961, has raised a preliminary legal objection against the maintainability of this application. The objection urged is that the applicant was not a workman concerned in Reference No. 27 of 1960, as that reference related to the proper scales of wages of a category of employees in collieries known as "Traffics"; that the said reference did not relate to any employee who was not a Traffic nor did it relate to any colliery which had no Traffics working in it, that the applicant B. N. Misser being a Night Guard was not a workman concerned in the proceedings in Reference No. 27 of 1960 and consequently there had been no violation of section 33 by the opposite party and this complaint was therefore not maintainable.

3. Now, a similar legal objection had been urged before this Tribunal in other previous complaints filed during the pendency of Reference No. 27 of 1960. In this case, it is admitted that the order of suspension complained against was made during the pendency of Reference No. 27 of 1960. In my Award dated 20th October 1961 in application No. 99 of 1960 (Shri Parmeshwar Shaw *versus* Manager Lovahad Colliery) reported in the Gazette of India Part II Section 3(ii) dated 4th November 1961 at pages 2883 to 2888 I have rejected a similar objection. I may state that my learned predecessor the late Shri G. Palit had also taken the same view and rejected a similar objection in his Award in Application No. 94 of 1960—*Latu Ram vs. East Bhagatdi Colliery* and several other complaints filed under Reference No. 27 of 1960. In arriving at his conclusion both late Shri Palit and I have given the term "the workman concerned in the dispute" occurring in section 33 of the Industrial Disputes Act 1947 (14 of 1947) the broader interpretation placed upon it by the Hon'ble Supreme Court in the case of *New India Motors (Private) Ltd. vs. Morris (K.T.)* (1960 I L.J.J p. 551).

4. Shri Narsingh, the learned Advocate for the opposite party, has, on the other hand relied upon the judgement of their Lordships of the Patna High Court in the case of Khagesh Sarkar and Others, *Petitioners vs. Tatanagar Foundry Co. Ltd., Jamshedpur and others* [A.I.R. 1961 (Patna) p. 420]. But in that case their Lordships held that the question whether a workman is concerned in a dispute under adjudication is a mixed question of law and fact and the principle applicable to come to a decision in this regard are to find out the nature of the dispute under adjudication, the effect of its decision on the rest of the workmen and the nature of the representation of the workmen in dispute. In that case their Lordships held that the dispute referred to the Labour Court was not a collective dispute on behalf of the workmen in general whilst the case under Reference No. 27 of 1960, really arose out of the Award in the earlier industrywise dispute relating to all coal mines, which had been referred for adjudication to the All India Industrial Tribunal (Colliery Disputes) in which the workmen of this Colliery in general, were also concerned and in which the Koyla Mazdoor Panchayat, which represents the applicant, was a Union concerned. The fact of Reference No. 27 of 1960 can therefore be clearly distinguished from the facts of the case before their Lordships of the Patna High Court.

5. In the result, I reject the contention of the management for the reasons stated in my Award in Application No. 99 of 1960 and hold that the applicant was a workman concerned in Reference No. 27 of 1960 and that the complaint is therefore maintainable as it is admitted that no application was made by the opposite party under section 33(2) for the approval of this Tribunal for the punishment of suspension inflicted by it upon the complainant and because the suspension was not in accordance with the standing order applicable to the workman.

6. On the merits, the facts according to the management are that on the night of 22/23 November 1960 during the duty hours of the complainant as Night Guard 6 pieces of 20 lbs. rails each 18 ft. in length belonging to the management and valued at Rs. 400/- were stolen from the top of 6 Scam Pit Mouth of the Colliery, which was an area over which the applicant had to keep guard during his duty hours. The theft according to the management was reported to the management on 23rd November 1960 in writing by one Shiv Sahai Bhuian, a Hookman of the colliery who stated that the theft had taken place at 3 A.M. and that when he found that 3 pairs of tram lines had been stolen, he tried to find the night guard but he was nowhere to be found. According to the management yet another workman, one Dinu Rai a general Mazdoor also on 23rd November 1960 reported in writing to the management that at 8 A.M. when he was going on duty he found that 3 pairs of tram lines had been stolen. Upon this the management informed the sub-Inspector of Police of the theft and by letter dated 23/26th November 1960 addressed to the applicant in which after reciting the facts of the theft it stated that the theft had taken place during his duty hours due to his shire negligence and utter carelessness. The management concluded the letter by stating:—

"The materials have been stolen during your duty hours due to your negligence and carelessness and the management instead of taking the drastic step has taken a very lenient and liberal view and has suspended you for a month from your duty."

"This is the order of suspension against which this complaint has been directed.

7. Now, by his letter dated 28th November 1960, the applicant denied the charge of negligence and stated that the theft had not taken place during his duty hours; that he had not been negligent in his duties on this occasion or at any other time. He stated that he was a leading and active member of the Union and that is why this charge had been levelled against him. He prayed that the charge and the order of suspension should be withdrawn. To this, the management replied by its letter dated 27th November 1960, stating that his explanation was a lame attempt—to use the language of the company's letter—"to flee away from your responsibilities from any theft of materials during your duty hours is not at all convincing and quite un-believable". The management further stated that it was not concerned with any party or union or his membership thereof. It re-iterated that the materials had been stolen during his duty hours due to his negligence and carelessness and that the management could have taken drastic action against him, instead of suspending him from duty for a month, which was comparatively a lenient punishment. Thereafter on 28th December 1960, the management addressed a letter under registered post upon B. N. Misser, stating that he had failed to report himself for duty on 27th December 1960, on completion of his period of suspension and for that failure terminated his services forthwith. This letter of dismissal was received by the applicant on

2nd January 1961. I may state that against this dismissal an industrial dispute was raised by the Union which has been referred for adjudication to this Tribunal by the Government's Order of Reference No. 2/82/61-LRII dated 22nd April 1961. That dispute is numbered Reference No. 23 of 1961 and on the application of the parties the same was heard along with this application, and I am making my separate award in the said dispute along with my award on this application.

8. The management in its written statement in this application had stated that it had made an enquiry in the matter and was satisfied that the said theft had taken place due to the negligence of the applicant in his duty and that with a view to give the applicant a chance to be careful in his duty, the management did not dismiss him but merely suspended him for a month. It has pleaded that the management was justified in punishing the applicant and has prayed that the application be dismissed.

9. Shri Mahesh Desai, for the Union, has argued that the order of suspension cannot be sustained because of two main reasons—(1) The applicant was not given a chance to defend himself on the charge of negligence of duty, as the management had passed the order of suspension without asking for his explanation on the charge and without giving Misser a chance of defending himself against the charge levelled against him which he had denied. In other words, what Shri Mahesh Desai has argued is that there has been a failure to observe the rules of natural justice before inflicting the punishment of 30 days suspension against the applicant. (2) That in any case the order of suspension from duty for 30 days was invalid because under the standing order no workman could be suspended for a period longer than 10 days.

10. I am satisfied that there is substance in these contentions of Shri Mahesh Desai. It is clear from the facts stated above, that the management inflicted the punishment of 30 days' suspension its letter dated 23/26th November 1960 without serving a charge sheet on Misser charging him with negligence or calling for his explanation for the alleged misconduct. Misser on receipt of the company's letter dated 23/26th November 1960, denied that the theft had taken place during his duty hours. The management has relied upon the written information of the theft which it says it had received from two workmen Shiv Bhuian, Hookman and Ditu Rai, General Mazdoor. Now, neither of these workmen was examined before the applicant Misser and he was not given any opportunity to question them. Even before me, at the hearing of this application, these two workmen were not examined nor were the writines addressed by them to the management proved in a legal manner. It seems to me rather un-usual that two workmen of the colliery should have noticed—one at 3 A.M. the other at 8 A.M. in the morning that three pairs of rails were missing and that both should have conveyed information in writing about it to the management. This appears to me to be rather an improbable course of conduct. In any case, Misser was not given a chance to test their story and it must therefore be held that there has been a failure of rules of natural justice. The standing orders for the Coal Mining Industry provide that, "no order of punishment by way of suspension, dismissal or fine shall be made unless the employee concerned is informed in writing of the alleged misconduct and is given an opportunity to explain the circumstances alleged against him." Those standing orders admittedly apply to this colliery. There has in this case been a clear violation of this standing order because the punishment of 30 days suspension was inflicted on Shri Misser without his having been informed in writing of the alleged misconduct of negligence and without his having been given an opportunity to explain the circumstances alleged against him.

11. The first contention of Shri Mahesh Desai must, therefore, be upheld and the order of suspension must be set aside.

12. The second contention of Shri Mahesh Desai must also be upheld as standing order 27 provides—

"that suspension whether as a punishment or pending an enquiry shall not exceed 10 days".

Here it is admitted that the order of suspension for 30 days was an order of punishment. The management's order of suspension for 30 days is clearly in violation of the provisions of standing order 27, which limits the period of suspension, even by way of punishment, to 10 days only.

13. I therefore allow the complaint and set aside the order of suspension and direct the company to pay the applicant his wages for the period of his suspension from 27th November 1960 to 27th December 1960, within 10 days from the date this award becomes enforceable.

(Sd.) SALIM M. MERCHANT,
Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

[No. 2/82/61-LRII.]

New Delhi, the 11th December 1961

S.O. 2960.—Whereas by the notification of the Government of India in the Ministry of Labour & Employment No. S.O. 1339, dated the 1st June, 1961, the Central Government has declared the industry for the supply of milk under the Delhi Milk Scheme to be a public utility service for a further period of six months from the 22nd June, 1961;

And whereas the Central Government is of opinion that public interest requires the extension of the said period;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for a further period of six months from the 22nd December, 1961.

No. F.1/37/61(Pt.)-LRI.]

S.O. 2961.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Bharat Collieries Limited and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD
REFERENCE No. 72 OF 1961.

PARTIES:

Employers in relation to the Bharat Collieries Limited

AND

Their workmen.

Dhanbad, the 23rd November, 1961.

PRESENT:

Shri Salim M. Merchant, B.A., LL.B., Presiding Officer.

APPEARANCES:

Secretary, Sahu Jain Employees Union—for the workmen.

Secretary, Bharat Collieries Limited—for the employers.

STATE: West Bengal.

INDUSTRY: Coal.

AWARD

The Government of India, Ministry of Labour & Employment, by Order No. 1/37/61-LR.II, dated the 23rd September 1961 made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 was pleased to refer the industrial dispute between the parties above named in respect of the subject matters specified in the following schedule to the said Order to me for adjudication.

"Whether the demand for the payment of Puja Bonus for the year 1960 of the employees of the Head Office of, Messrs. Bharat Collieries Limited is justified? If so, what should be its quantum?"

2. After the reference was received by the Tribunal and registered as Reference No. 72 of 1961 an application, dated the 6th October 1961 was received from the Secretary, Sahu Jain Employees Union in which he stated:

"As we have been paid Puja Bonus for the year 1960 there does not any more exist any dispute between the union and the company to be adjudicated upon.

We, therefore, submit this may be noted and the dispute referred to by the Ministry of Labour & Employment, Government of India, New Delhi, for adjudication *vide* Order, dated the 23rd September 1961 be discharged."

3. A letter, dated the 11th October 1961 was also received from the Secretary, Bharat Collieries Limited in which he stated that as Bonus for 1960 had been paid to the employees of the head office, no industrial dispute now exists between the company and its workmen for the Tribunal to adjudicate upon. Along with this he forwarded a copy of the union's letter, dated the 6th October 1961, above referred to. Thereupon, a notice, dated the 23rd/24th October 1961 was served on the Sahu Jain Employees Union and the Bharat Collieries Limited, enquiring of them on what terms the dispute had been settled and if there was a written agreement of settlement to forward the same to the Tribunal. Thereafter, a notice, dated the 4th November 1961 was issued on both the company and the union fixing the dispute for hearing at Dhanbad on the 21st November 1961.

4. In response to these two notices a joint statement, dated the 11th November 1961 signed on behalf of Sahu Jain Employees Union by its Secretary and for the Bharat Collieries Limited by its Secretary, has been received in which it is stated:

"The company sanctioned and paid the bonus to the workmen concerned for the year 1960 and the workmen concerned accepted the same and the union hereby acknowledges payment of the bonus in full satisfaction and settlement in connection with the subject matter of the aforesaid dispute before the Hon'ble Tribunal.....

The company and the union therefore, submit that this may be noted and the dispute referred to by the Ministry of Labour & Employment, Government of India, New Delhi, for adjudication *vide* Order, dated the 23rd September 1961 be discharged."

Both the signatures to this joint application have averred to the truth of the statements made in that application. Attached to this application there is a copy of a letter, dated the 4th October 1961 addressed by the members of the staff of Bharat Collieries Limited through the Secretary, Bharat Collieries Limited, to Shri A. P. Jain thanking him for having paid the annual bonus for that year and also recording acknowledgment of bonus for the previous year i.e. 1960.

5. I am therefore satisfied from the various applications received from the parties that the dispute for bonus for 1960 to the employees of the head office of Messrs. Bharat Collieries Limited has been settled between the parties and the dispute does not survive. I, therefore, dispose of this dispute accordingly.

6. No order as to costs.

(Sd.) SALIM M. MERCHANT,

Presiding Officer,

Central Government Industrial Tribunal,

Dhanbad.

DHANBAD;
The 23rd November, 1961.

[No. 1/37/61-LRIL.]

ORDERS

New Delhi, the 7th December 1961

S.O. 2962.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the China Clay (Kaolin) Quarry of Standard Mercantile Company, Rajmahal, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the retrenchment of 170 workers employed in the China Clay (Kaolin) Quarry of Messrs. Standard Mercantile Company, Rajmahal, in the month of June 1961 was justified and in order? If not, to what relief they are entitled?

[No. 23/59/61-LRII.]

New Delhi, the 16th December 1961

S.O. 2963.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Katras Choitodih, Loyabad, Mudidih, Badruchak, Bhagaband and Saltore Collieries and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

- (i) Taking into account the Award of the Industrial Tribunal, Dhanbad, published with the notification of the Government of India in the Ministry of Labour & Employment No. S.O. 570 dated the 29th February, 1960, in the Gazette of India, Part II, Section 3, sub-section (ii) dated the 5th March, 1960, what should be the quantum of sick leave with full wages due to the workmen and the conditions governing the grant of sick leave?
- (ii) Whether the directions to be given by the Tribunal on the aforesaid issue will take effect from the date of enforcement of the said award and if not, with effect from which date?

[No. 3/36/60-LRII.]

A. L. HANDA, Under Secy.

New Delhi, the 6th December, 1961

S.O. 2964.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Labour Court, Delhi, in the matter of an application under section 33A of the said Act from Shri Suresh Chandra Mital, ex-employee of the Punjab National Bank Limited.

BEFORE THE CENTRAL GOVERNMENT LABOUR COURT AT DELHI

PRESENT:

Shri E. Krishna Murti, Central Government Labour Court, Delhi.

17th November, 1961

Application. U/S. 33-A, of the Industrial Disputes Act, 1947

I. D. No. 234 of 1961

Shri Suresh Chandra Mital, Ex-Employee, C/o U.P. Bank Employees' Union, Central Office, 75—Teergaran Street, Meerut City, address 373—Civil Lines, Bulandshahr.—*Complainant.*

Vs.

The Punjab National Bank Ltd., H.O. Parliament Street, New Delhi-1.—*Respondent.*

Shri M. K. Jain.—*for the management.*

Shri P. C. Jain.—*for the workman.*

In the matter of Complaint No. 103 of 1961, in Ref: No. 1 of 1961, pending before the National Industrial Tribunal, (Bank dispute), Bombay-1.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. The petitioner alleges, that the opposite party, The Punjab National Bank Limited, has been guilty of contravention of the provisions of Section 33 of the Industrial Disputes Act, that the petitioner was discharged from the bank's service by the bank by letter dated 3rd December, 1960, relying on Paragraph 521(10)(c) of the Bank Award, that the said discharge is not valid, that the charges against him as contained in the charge-sheet have not been proved, that he is not guilty of misconduct in any manner, that there was no fair and proper enquiry, and that he should be reinstated in service, together with back wages.

3. The contention on behalf of the bank is, that there is no contravention of Section 33, that this petition, as brought, is not maintainable, that the present dispute is not connected with the proceedings before the National Tribunal, that there has been no disregard of the provisions of the Sastry Award, that the departmental enquiry is not vitiated by any irregularities, that the petitioner was not prejudiced in any manner, that there was sufficient material brought out at the enquiry proceeding to justify the action taken by the bank, that there was no violation of the terms of the Bank Award, that the order passed against the workman is valid, and that the petitioner is not entitled to any relief.

4. The issues, that arise for determination, are:—

- (1) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (2) Whether the application, as brought, is maintainable?
- (3) Whether the discharge of the petitioner is wrongful, and invalid, as contended on his behalf?
- (4) Whether it is lawful and valid, as contended on behalf of the bank?
- (5) Whether the petitioner is entitled to reinstatement and back wages?
- (6) To what relief, if any, is the petitioner entitled?

Issues No. 1 and 2.

5. This is a petition filed under Section 33A of the Industrial Disputes Act.

6. The petitioner was an employee working in the Bulandshahr Office of the Bank. His services were terminated by letter dated 3rd December, 1960, Ext. W/6. The bank purported to discharge the workman under Paragraph 521(10)(c) of the Sastry Award, on payment of one month's pay and allowance in lieu of notice.

7. The first contention raised on behalf of the bank is, that there is no contravention of Section 33 in any manner whatsoever, and that, therefore, this application is not maintainable. The contention on behalf of the workman is, that the procedure for taking disciplinary action or for termination of service, as laid down in the Sastry Award, is a matter of dispute before the National Tribunal, that the misconduct alleged against him is thus connected with the dispute, and that, therefore, the order obtaining previous permission of the Tribunal under Section 33(1) of the Industrial Disputes Act. This contention is not tenable. In the document, Ext. M/6, what is stated is, that there was considerable doubt about the petitioner's conduct, relating to the attempted fraud in respect of Rs. 40,000 at the branch, and that this fact made him unworthy of confidence. It is by no means clear, that the misconduct referred to in Ext. M/6, is in any way connected with the dispute before the National Tribunal. There is no satisfactory evidence to justify such a conclusion. I find, that section 33(1) has no application to the facts of this case.

8. Secondly, it is also obvious, that Section 33(3) has no application to the facts of this case. It is nowhere alleged, or proved, that the petitioner is a protected workman. Therefore, the contention, that the petitioner should not have been discharged except after obtaining previous permission of the Tribunal, is untenable, and cannot be up-held.

9. We are left with Section 33(2). The contention however on behalf of the bank is, that even section 33(2) does not apply because there is only a discharge simpliciter, and that there was no need for following the procedure prescribed in the proviso to Section 33(2) of the Industrial Disputes Act. This contention is

untenable. Ext. M/6 shows, that the order of discharge was passed under Paragraph 521(10) (c) of the Sastiy Award on suspicion of misconduct. The order of discharge does amount to punishment. The discharge is by way of punishment. Apart from the above, even assuming, that there is a discharge simpliciter, even then Section 33(2) (b) applies to the facts of this case. This is clear from the decision of the Bombay High Court in *National Machinery Manufacturers* (1961 II LLJ 274). It was held, that the provisions of the proviso apply even to a case of discharge simpliciter, and it was, therefore, necessary for the employer to have applied for approval. I find, that Section 33(2)(b) applies to the facts of this case.

10. It is clear from the record, that the workman was not paid one month's wages as required by the proviso. Moreover, it does not appear, that any application for approval was filed as required under the proviso. Therefore, there is contravention of Section 33(2) (b) of the Industrial Disputes Act. Accordingly, this petition under Section 33-A, is maintainable. I find as above on these issues.

Issues No. 3 and 4.

11. The question next is, whether the order of discharge passed against the petitioner is lawful and justified. The facts of the case as appearing in paragraph 8 of the petition filed on behalf of the petitioner are, that in January, 1959, a forged draft on draft leaf No. 31418 appeared to have been prepared with Serial No. 6 of 59 dated 21st January, 1959, for Rs. 40,000, favouring Kailash Chand Ramesh Chand, and drawn on Lucknow, Aminabad Branch of the said Bank. The draft advice was given despatch number of Bulandshahr Office of the Bank. A genuine draft advice with the same Serial No. 6 of 59, was received by the Lucknow Branch. The Lucknow Branch sent a telegram to Bulandshahr Office enquiring about the matter. The fraud was discovered at Bulandshahr Office on 6th February, 1959. Then the Head Office of the Bank entrusted to Shri V. R. Puri, Inspector, the task of investigating into the matter. Shri Puri submitted his report to the Head Office. On 21st February, 1959, the petitioner was suspended. The charge-sheet, Ext. M/1, was issued to the petitioner. It is stated therein, that an attempt was made to defraud the bank in a sum of Rs. 40,000, that, when the matter was investigated, it was revealed, that the petitioner surreptitiously removed the entire blank draft form including its counterfoil, bearing printed Serial No. 31418, from the drawing book currently in use at the Branch, that he filed in the particulars in the draft and its relative advice, as draft No. 6 of 59, dated 21st January, 1959, for Rs. 40,000, favouring Kailash Chand Ramesh Chand and drawn on Branch Office Lucknow, Aminabad Park, that he forged the signatures of the Accountant and the Branch-Manager, that the petitioner had prepared the draft and the advice dishonestly, with an intention to defraud the bank, that the petitioner also sent the advice to the Branch Office Aminabad Park, with the ultimate object of receiving payment of Rs. 40,000, dishonestly, and that but for timely detection the bank would have been put to serious loss. The workman was charged, that he had done an act highly prejudicial to the interest of the bank, that this gravely reflected on his sense of integrity and character, and that he should show cause why disciplinary action should not be taken against him. The workman's explanation is Ext. M/2, and therein he denied the charge as baseless. Thereupon an enquiry was held and Ext. M/5, is the record of enquiry. The Enquiry Officer was Shri C. L. Madhok, the Manager Punjab National Bank, District Manager's Office, Delhi Circle. It appears therefrom, that the workman was represented by Shri J. D. Misra, the General Secretary U.P. Bank Employees' Union. At the enquiry Shri Chopra the Manager of the Punjab National Bank, Bulandshahr, Shri Goela Accountant, Bulandshahr and Shri Ram Avtar, clerk of the Bank at Bulandshahr were examined. There was also examination of Shri V. R. Puri, Inspector of the Bank. The record of enquiry shows, that the witnesses were cross-examined by the representatives of the workman. The Enquiry Officer's findings are contained in Ext. M/7, and he reached the conclusion, on the evidence recorded before him, that Shri Mittal had a definite hand in the fraud under reference, and that all the circumstantial evidence went against him, and that he recommended removal of the petitioner from the service of the bank.

12. The first contention, that has been raised before me on behalf of the petitioner is that there was no fair and proper enquiry. Having gone through the record of enquiry, I do not find any sufficient or valid grounds for up-holding the contention on behalf of the petitioner. The workman's representatives cross-examined the witnesses, and full and fair opportunity was given to him to defend himself.

13. The second contention is, that there is no evidence in support of the charges, and that, therefore, the termination of service of the workman cannot be up-held. It will be seen, that the original draft, which is said to have been forged, is not forthcoming. The learned representative of the bank stated, that it was not traceable. It will also appear, that the matter was reported to the police, but nothing came out of the same. It is alleged in paragraph (d) to (g) in the counter statement on behalf of the bank, that the matter was reported to the police, that however Shri Mittal was not put on trial even though the bank waited for about a year, and that thereupon a departmental enquiry was held against him. The fact, that no action was taken against the workman by the police, does not support his contention. On the contrary, it ought to be seen, that the bank has taken action under Paragraph 521(10) (c) of the Bank Award. The provisions thereof are as follows:—

"In awarding punishment by way of disciplinary action the authority concerned shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other aggravating or extenuating circumstances that may exist. Where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the gross type he may be merely discharged, with or without notice or on payment of a month's pay and allowances, in lieu of notice. Such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the bank does not for some reason or other, think it expedient to retain the employee in question any longer in service. Discharge in such cases shall not be deemed to amount to disciplinary action."

It is important to see, that in the said paragraph a workman may be discharged, where the evidence is found to be insufficient to sustain the charge, and where the bank does not for some reason or other think it expedient to retain the employee in question any longer in service. No doubt the bank did not find him actually guilty of fraud or forgery. It will appear, that during the course of enquiry the opinion of handwriting Experts was considered. One Hand-writing Expert was consulted by the bank, and the other by the workman. They gave contrary versions. Apparently, therefore, the bank was not prepared to hold the workman actually guilty of having forged the draft in question. What is mentioned in Ext. M/6 is, that considerable doubt was cast upon his *bona fides*, and integrity, and that, therefore, they had lost confidence in him, and were no longer prepared to retain him in service. The bank were entitled to adopt this procedure in view of Paragraph 521(10) (c) of the Sastry Award.

14. In such a case the question, that would still arise is, whether the action of the bank is *bona fide*, and is not an act of unfair labour practice or victimisation. In this connection, the decision of the Supreme Court in Chartered Bank of India (1960 II LLJ 220) may be referred to. The question arose with reference to an order passed under Paragraph 521(1) of the Sastry Award, which provides for termination of service of permanent employees otherwise than by way of disciplinary action. It was held, that an employer cannot dispense with the services of a permanent employee by mere notice, and claim, that an Industrial Tribunal has no jurisdiction to enquire into the matter, and, into the circumstances in which such termination of service simpliciter took-place. If the termination of service is capricious arbitrary, or unnecessarily harsh on the part of the employer judged by the normal standard of a reasonable man, that may be cogent evidence of victimisation or unfair labour practice. In order to judge this, the tribunal will have to go into the circumstances, which led to the termination simpliciter, and an employer cannot say, that it is not bound to disclose the circumstances before the tribunal. The form of the order of termination is not conclusive of the true nature of the order. It is possible, that the form may be merely a camouflage or an order of dismissal for misconduct. It is, therefore, always open to the tribunal to go behind the form and look at the substance, and if the order of termination simpliciter cloaks dismissal for misconduct, it will be open to the tribunal to set it aside as a colourable exercise of the power. Therefore on the facts of the present case, it is necessary to examine, whether the action of the bank in resorting to Paragraph 521(10) (c) is a colourable exercise of power, as contended on behalf of the petitioner. In this connection reference may be made to Ext. M/3, which is produced as a photostat copy of the advice in relation to the impugned draft for Rs. 40,000, dated 21st January, 1959. The letter Ext. M/4, has been relied upon on behalf of the bank in this connection. It is admitted, that this letter was given by Shri Mittal to the Inspector Shri Puri. It is dated 15th February, 1959, and it is stated therein as follows:—

"I beg to submit that I have seen the advice of the draft under reference, and find that it appears to be in my hand-writing. As I have verbally assured you,

I repeat most sincerely, that I do not remember to have made out this draft. It is the practice with all members of the staff to help each other in their work in times of rush or emergency. It is, therefore, probable, that some member of the staff particularly the Drafts issued Clerk, may have asked for my help in getting the draft prepared against a regular voucher in time of rush." The contention of Shri Jain on behalf of the bank is, that in this letter the workman stated, that the advice Ext. M/3, appeared to be in his hand-writing, and that this was sufficient to cast suspicion on him in regard to complicity in the matter of preparation of the forged draft, and that the action of the management was *bona fide* in terminating his services. The management's action in terminating the services of the petitioner is *bona fide*, and by no means can it be said to be mala fide or an act of unfair labour practice in view of the letter Ext. M/4. The management could not continue in its service an employee, against whom they had *bona fide* cause for suspicion and especially in a credit institution like a bank. Therefore, the action of the bank in terminating the services of the petitioner under paragraph 521(10)(c) even without holding him actually guilty of the fraud or forgery, is *bona fide*, and is not an act of unfair labour practice, or victimisation, and such termination of service is not a colourable exercise of the power conferred under Paragraph 521(10)(c) of the Bank Award. I find, as above, and hold, that the termination of service of the petitioner is lawful and valid, and is not wrongful, as contended on behalf of the petitioner.

Issues No. 5 and 6.

15. In view of my finding as above, the petitioner is not entitled to any relief.

16. In the result, the petition is dismissed. No order as to costs.

17. An award is passed accordingly.

(Seven pages).

17th November, 1961.

Sd./- E. KRISHNA MURTI,
Central Govt., Labour Court at Delhi.

[No. 55(14)/61-LRIV.]

ORDER

New Delhi, the 8th December 1961

S.O. 2965.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Hindustan Commercial Bank Limited, and their workmen represented by the All-India Bank Employees' Association and the All-India Bank Employees' Federation in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government consider it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi, constituted under section 7-A, of the said Act.

SCHEDULE

Whether the special allowance now being granted to the undermentioned employees of the Hindustan Commercial Bank Limited, is adequate having regard to the nature of duties and responsibilities held by them and the emoluments paid to persons discharging similar duties and responsibilities in other banks of similar status and, if not, what amount of special allowance as provided under para 164(b) of the Award of the All India Industrial Tribunal (Bank Disputes), Bombay, as modified by the decision of Labour Appellate Tribunal in the manner referred to in section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955, (41 of 1955), should be granted to them?

Name.	Branch in which employed
1. Shri Baldeo Raj.	Agra.
2. Shri J. N. Srivastava.	Barabanki.
3. Shri H.K. Gupta.	Batala.
4. Shri B. K. Chand.	Bhagalpur.

<i>Name</i>	<i>Branch in which employed</i>
5. Shri H. K. Roy.	Maniktola, Calcutta.
6. Shri S. C. Dass.	Gaya.
7. Shri H. L. Srivastava.	Gonda.
8. Shri Y. D. Tripathi.	Kanpur, Main Office.
9. Shri G. D. Dixit.	Aryanagar, Kanpur.
10. Shri R. N. Gupta.	Latouche Road, Kanpur.
11. Shri S. R. Sahney.	Kalpi Road, Kanpur.
12. Shri S. N. Soral.	Kalpi Road, Kanpur.
13. Shri S. N. Khanna.	Meston Road, Kanpur.
14. Shri B. N. Dave.	Hazarat Ganj, Lucknow.
15. Shri J. N. Tandon.	Meerut.
16. Shri J. N. Chaturvedi.	Padruana.
17. Shri D. S. Dixit.	Saharanpur.
18. Shri G. S. Nigam.	Unnao.
19. Shri J. C. Tarun.	Calcutta.
20. Shri M. Bhasakar Rao.	Johari Bazar, Bombay.
21. Shri S. K. Mitra.	B. B. Calcutta.
22. Shri M. C. Khanna.	Delhi.
23. Shri R. B. Saxena.	New Delhi.
24. Shri R. P. Sharma.	Harpalpur.
25. Shri R. D. Singh.	Hardoi.
26. Shri S. R. Srivastava.	Partapgarh.
27. Shri B. S. Kapoor.	Main Office, Kanpur.
28. Shri G. S. Mehrotra.	Main Office, Kanpur.
29. Shri D. N. Magan.	Jaipur.
30. Shri B. K. Handa.	Meerut.
31. Shri M. L. Khanna.	Amritsar.
32. Shri Laxmi Prasad Verma.	Head Office, Kanpur.

[No. 55(39)/61-LRIV.]

ERRATA*New Delhi, the 11th December 1961*

S.O. 2966.—In the Schedule to the Order of the Ministry of Labour and Employment No. S.O. 2850, dated the 23rd November 1961, published in the Gazette of India, Part II, Section 3(ii), dated the 2nd December 1961, on page 3086, the following corrections shall be made:—

- (1) For the words "Cantonment Boards?" appearing at the end of item (1) read "Cantonment Boards?".
- (2) For the word "of" appearing after the words "a part" in item (2) read "or".

[No. 17/5/61-LRIV.]

G. JAGANNATHAN, Under Secy.

New Delhi, the 6th December 1961

S.O. 2967.—In pursuance of clause (c) of sub-paragraph (1) of paragraph 3 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Labour No. S.R.O. 1861 dated the 31st October, 1952, namely:—

In the said notification, for entry 7, the following entry shall be substituted, namely:—

- "7. The Additional Secretary to the Government of Madras, Department of Industries, Labour and Co-operation, Madras".

[No. 10/10/60-P.F.II.]

New Delhi, the 11th December 1961

S.O. 2968.—In pursuance of clauses (c) and (d) of sub-paragraph (1) of paragraph 4 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby makes the following amendments in the notification of the Government of India in the late Ministry of Labour No. S.R.O. 1380 dated the 4th July, 1953, namely :—

In the said notification, for the entries (4) to (9), the following entries shall be substituted, namely:—

- "(4) Shri C. N. Agrawal, General Manager, Sri Hanuman Sugar Mills Ltd., Motihari, Champaran.
- (5) Shri R. G. Agrawal, M.P., Messrs Chrestien Mica Industries Ltd, P.O. Domchanch, Hazaribagh.
- (6) Shri M. M. Goswami, Assistant Factory Manager, Jute Mills, Muktapur.
- (7) Shri Ram Dayalu Pd. Sinha, President, Motihari Sugar Mill Labour Union, Motihari, Champaran.
- (8) Shri Surya Narain Singh, President, Mica Labour Union, P.O. Jhumrite-laiya, Hazaribagh.
- (9) Shri Sukhdeo Narain Singh, M.L.A., Vice President, Katihar Mazdoor Sangh, Katihar."

[No. 10/6/60/PF-II.]

B. K. BHATTACHARYA, Dy. Secy.

New Delhi, the 7th December 1961

S.O. 2969.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints, with effect from the forenoon of the 1st December, 1961, Shri G. S. Jabbi to be the Chief Inspector of Mines for all the territories to which the said Act extends.

2. The notification of the Government of India, Ministry of Labour and Employment, No. S.O. 2789 dated the 20th November, 1961, is hereby cancelled with effect from the 1st December 1961.

[No. 8/55/61-MI.]

A. P. VEERA RAGHAVAN, Under Secy.

New Delhi, the 8th December 1961

S.O. 2970.—In exercise of the powers conferred by sub-section (3) of section I of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 17th December, 1961, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into-force] of the said Act shall come into force in the following areas of the State of Kerala, namely:—

The areas within the municipal limits of Perumbavoor and the revenue villages of :—

- | | |
|-------------------------|-----------------|
| A. 1. Koovappadi; | 2. Kishumadu; |
| 3. Kalady; | 4. Ankamall; |
| 5. Manjappra; | 6. Chowwara; |
| 7. Sreemoolanagaram and | 8. Kuruppampadi |
| in Alwaye taluk; | |
| B. 1. Rayamangalam; | 2. Asamanoor; |
| 3. Vazhakulam; | 4. Vengoor; |
| 5. Mazhuvannoor and | 6. Venkola |

in Kunnathund taluk in the Ernakulam district.

[No. F.13(17)/61-HI.]

BALWANT SINGH, Under Secy.

New Delhi, the 9th December 1961

S.O. 2971.—In pursuance of sub-section (2) of section 3 of the Workmen's Compensation Act, 1923 (8 of 1923), the Central Government hereby specifies that, in relation to the disease specified in column (1) of the Table below, a workman whilst in the service of one or more employers in any employment specified in the corresponding entry in column (2) of that Table should have been employed for such continuous period as is specified against each in column, (3) thereof :—

TABLE

(1) Disease	(2) Employment	(3) Period
Silicosis	Any employment involving exposure to the inhalation of dust containing silica	Five years
Coal Miners' Pneumoconiosis	Any employment in coal mining	Seven years.
Asbestosis	Any employment in— (i) the production of (a) fibro cement materials ; or (b) asbestos mill board ; or (ii) the processing of ores containing asbestos.	} Three years..
Bagassosis	Any employment in the production of bagasse mill board or other articles from bagasse.	

[No. F. 533(4)/61-Fac.]

New Delhi, the 11th December 1961

S.O. 2972/PW/Mines/Rules/Am.—In exercise of the powers conferred by sub-sections (2), (3) and (4) of section 26, read with section 24, of the Payment of Wages Act, 1936 (4 of 1936), the Central Government hereby makes the following rules further to amend the Payment of Wages (Mines) Rules, 1956, the same having been previously published as required by sub-section (5) of the said section 26, namely:—

1. These rules may be called the Payment of Wages (Mines) Amendment Rules, 1961.

2. In the Payment of Wages (Mines) Rules, 1956,

(i) for sub-rule (1) of rule 17, the following sub-rule shall be substituted, namely:—

“(1) In the case of piece-rated work, the employer shall be responsible for arranging, at the end of each day or shift or such longer period not exceeding the wage period as may be found convenient, for the weighing, measurement or assessment of work done by the workers concerned in their presence or in the presence of their gangman (misty), if any, and for the recording immediately thereafter of the particulars in a register maintained in Form IV-A. At the close of the wage period, the total weighing, measurement or assessment in respect of each worker shall be recorded in a slip and issued to the worker at least a day prior to the disbursement of wages. In case of any dispute regarding weighing, measurement or assessment, the employer shall as far as possible have the dispute settled on the spot in consultation with the worker or his gangman if any”;

(ii) after the existing Form IV, the following shall be inserted as Form IV-A, namely:—

“FORM IV-A.

[See rule 17(1)]

Register of work done by piece workers for the week ending .

Mine

S. No.	Name of worker	Designation	Father's Husband's Name	No. of units of work done.							Total
				S	M	T	W	TH	FRI	SAT	
1	2	3	4	5	6	7	8	9	10	11	12

”

[No. Fac.49(27)/58]

SHAH AZIZ AHMED, Dy. Secy.

MINISTRY OF STEEL, MINES & FUEL

(Department of Mines and Fuel)

New Delhi, the 4th December 1961

S.O. 2973.—Whereas by the Notification of the Government of India, in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) S.O. No. 2243 dated the 12th September, 1961 under sub-section (1) of the Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire certain lands and mining rights in the locality specified in the Schedule appended to that notification;

And whereas no objection was made to the acquisition of the lands and mining rights in the locality aforesaid;

And whereas the Central Government, after consulting the Government of Madhya Pradesh, is satisfied that—

(a) the land measuring 979.42 acres described in Schedule ‘A’ appended hereto; and

(b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land measuring 703.75 acres described in Schedule ‘B’ appended hereto ;
should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 979.42 acres described in the said Schedule ‘A’ and the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land measuring 703.75 acres described in the said Schedule ‘B’ are hereby acquired.

The plan of the area covered by this notification may be inspected in the office of the Collector, Sahdol (MP) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the National Coal Development Corporation Limited (Revenue Section), “Darbhanga House”, Ranchi.

SCHEDULE 'A'

Sub-Block-III

SOHAGPUR BLOCK-IV

All Right

(Kotma Block)

Drawing No. Rev./147/61
dated 26-10-61

Showing lands to be acquired

Sl. No.	Name of Village	Tahsil	District	Area	Remarks
1	Harad	Sohagpur	Sahdol	185.92 Acres	Part
2	Badra	Sohagpur	Sahdol	85.00 Acres	Part
3	Keshra or Kushratola	Sohagpur	Sahdol	36.75 Acres	Part
TOTAL				307.67 Acres (Approximately)	

Plot Nos. to be acquired in village Harad:—

210 (Part), 212 (Part), 213, 214, 218 (Part), 219 (Part), 223 (Part), 224 (Part), 226 (Part), 227, 228, 229 (Part), 230, 231 (Part), 232 (Part), 233 (Part), 240 (Part), 241 (Part), 242 (Part), 243, 244 (Part), 245 (Part), 248 (Part), 249 (Part), 250, 251 (Part), 252 (Part), 253, 254, 255, 256, 257 (Part), 258, 259, 260, 261, 262, 263 (Part), 264 to 277, 278 (Part), 279, 280 (Part), 281 (Part).

Plot Nos. to be acquired in village Badra:—

346 (Part), 347 (Part), 358 (Part), 359 (Part), 361 (Part), 362 (Part), 363 (Part), 364 (Part), 365 (Part), 1955 (Part), 1956 (Part), 1957 to 1975, 1976 (Part), 1977 to 1993, 1994 (Part), 1995 to 2010, 2011 (Part), 2012 (Part), 2013, 2014, 2015, 2016, 2017 (Part), 2018 (Part), 2019 (Part), 2053 (Part), 2054 (Part), 2101 (Part), 2102 (Part), 2103, 2104, 2105 (Part), 2106, 2107 (Part), 2114 (Part), 2115, 2116, 2117, 2118 (Part), 2120 (Part), 2121 to 2127, 2128 (Part), 2130 (Part), 2131, 2132 (Part), 2133 to 2152, 2153 (Part), 2154 to 2157, 2158 (Part), 2159 (Part), 2165 (Part), 2229 (Part), 2230 (Part).

Plot Nos. to be acquired in village Keshra or Kushratola:—

1 (Part), 2 (Part), 3 (Part), 63 (Part), 64 (Part), 65 to 70, 71 (Part), 72 (Part), 76 (Part), 77 (Part), 78 to 82, 83 (Part), 517, 516, 118/3.

Boundary Description—

5—6—9 line is the common boundary of sub-block-III and sub-block-V.

9—10—11—12 line passes through Plot Nos. 281, 278, 218, 249, 248, 251, 252, 245, 244, 242, 240, 241, 232, 233, 226, 224, 223, 219, 212, 210, 229 of village Harad, and through Plot Nos. 2054, 2053, 2054 of village Badra.

12—13 line passes through Plot Nos. 2054 of village Badra and through Plot Nos. 257, 229, 231, 257, of village Harad, again through Plot Nos. 2054, 2132, 2130, 2128, 2114, 2118, 2120, 2107, 2105, 2101, 2102, 2011, 2012, 2019, 2018, 2017, 346, 1994, 347, 358, 359, 361, 1976, 362, 363, 364, 365, 1956, 1955, 2153, 2165, 2159, 2158, 2229, 2230 of village Badra again through Plot Nos. 2, 3, 1, 64, 63, 71, 72, 77, 76, 83 of village Keshra or Kushratola, upto the Northern boundary of Railway line.

13—5 line passes along the Northern Boundary of Railway.

SCHEDULE 'A'—(contd.)

Sub-Block-IV

All Right

Sl. No.	Name of village	Tahsil	District	Area	Remarks
1	Harad	Sohagpur	Sahdol	165.50 Acres	Part
TOTAL				165.50 Acres (Approximately)	

Plot Nos. to be acquired in village Harad:—

516 (Part), 514 (Part), 533 (Part), 534 (Part), 535 (Part), 536, 537, 538, 539 to 592, 593 (Part), 594 (Part), 595/2419 (Part), 595, 596, 597, 598 (Part), 599 (Part), 600 (Part), 601 (Part), 612 (Part), 613 (Part), 614 (Part), 615 (Part), 616 (Part), 617 (Part), 623 (Part), 624 (Part), 623/2421, 625 to 649, 650 (Part), 651 to 664, 661/2422, 665 (Part), 834/2423 (Part), 666 (Part), 667 (Part), 668 (Part), 669 (Part), 670 to 673, 674 (Part), 675, 676, (Part), 678 (Part), 679 (Part), 829 (Part), 830 (Part), 831 (Part), 833 (Part), 834 (Part), 918 (Part), 921 (Part), 922 (Part), 923 (Part), 924 to 926, 927 (Part), 928 to 954, 955 (Part), 957 (Part), 958, 959 (Part), 921 (Part), 980 (Part), 981, 982 (Part), 989 (Part), 998 (Part), 999 to 1015, 1016 (Part), 1017 (Part), 1030 (Part), 1031 (Part), 1032 (Part), 1033 (Part), 1934 (Part), 1935 (Part), 1037 (Part), 1038 to 1043, 1044 (Part), 1045 (Part), 1046 (Part), 1047, 1048, 1049 (Part), 1054 (Part), 1055 (Part), 1056 (Part), 1059 (Part), 1060 (Part), 1061 (Part).

Boundary Description—

- 1—2 line passes through Plot Nos. 678, 676, 623, 624, 617, 616, 615, 614, 613, 612, 650, 601, 600, 599, 598, 514, 516, 534, 535, 533, 1016, 1017, 1037, 1035, 1034, 1033, 1032, 1031, 1030, 1049, 1054.
- 2—3 line passes through Plot Nos. 1054, 1055, 1056, 1046, 1045, 1059, 1044, 1060, 1061, 998, 989, 982, 980, 959, 957, 955, 922, 971 in village Harad.
- 3—4 line passes through Plot Nos. 921, 921, 923, 918, 927, 593, 2419, 594, 834, 833, 665, 831, 830 of village Harad.
- 4—1 line passes through Plot Nos. 830, 829, 666, 667, 668, 669, 674, 679, 678, of village Harad.

SCHEDULE 'A'—(contd.)

Sub-Block-VI
All Right

Sl. No.	Name of village	Tahsil	District	Area	Remarks
1	Daikhal	Sohagpur	Sahdol	385.75 Acres	Part
			TOTAL	385.75 Acres (Approximately)	

Plot Nos. to be acquired in village Daikhal :—

261 (Part), 266 (Part), 270 (Part), 271, 272, 273 (Part), 274 (Part), 325 (Part), 326 (Part), 327 (Part), 328 (Part), 329 (Part), 2716, 353 (Part), 410 (Part), 411 (Part), 416 (Part), 417 (Part), 437 (Part), 438, 439, 440, 441, 442 (Part), 445 (Part), 446 (Part), 451 (Part), 452 to 458, 459 (Part), 460 (Part), 466 (Part), 1292 (Part), 1297 (Part), 1296 (Part), 1298, 1299, 1300, 1301, 1302 (Part), 1303 (Part), 1304 (Part), 1307 (Part), 1308 (Part), 1309, 1310, 1311 (Part), 1312 (Part), 1328 (Part), 1329 (Part), 1330 (Part), 1331, 1332 (Part), 1333, 1334 to 1347, 1348 (Part), 1379 (Part), 2857 (Part), 1380 to 1403, 1404 (Part), 1405, 1406 (Part), 1407 (Part), 1408 (Part), 1409 (Part), 1410 (Part), 1492 (Part), 1501 (Part), 1503 (Part), 1504 to 1508, 1509 (Part), 1510 (Part), 1529 (Part), 1531 (Part), 1655 (Part), 1670 (Part), 1671 to 1679, 1679 (Part), 1680, 1681 (Part), 1682 (Part), 1689 (Part), 1690 (Part), 1691 (Part), 1692 (Part), 1694 (Part), 1695, 1696, 1697, to 1710, 1711, 1712 to 1746, 1747 (Part), 1748, 1749 (Part), 1750 to 1754, 1755 (Part), 1757 (Part), 1771 (Part), 1783 (Part), 1784 (Part), 1785 (Part), 1786, 1787 (Part), 1788 (Part), 1789 to 1792, 1793 (Part), 1794 to 1811, 1812 (Part), 1813 to 1829, 1830 (Part), 1831 to 1864 (Part), 1865 (Part), 1866, 1867, 1868 (Part), 1869 (Part), 1870 (Part), 2028 (Part), 2029 (Part), 2037 (Part), 2039 (Part), 2040 (Part), 2045 (Part), 2046 (Part), 2050 (Part), 1891 (Part), 1908 (Part), 1909 (Part), 2857 (Part), 2626 (Part), 2027 (Part).

Boundary Description—

- 1—2 line passes through Plot Nos. 1783, 1787, 1788, 1771, 1755, 1757, 1749, 1747, 410, 411, 416, 417, 437, 442, 445, 446, 451, 353, 329, 328, 327, 326, 325 of village Daikhal.
- 2—3 line passes through Plot Nos. 274, 273, 271, 270, 266, 261, 460, 549, 466 of village Daikhal.
- 3—4 line passes through Plot Nos. 466, 1689, 1690, 1691, 1692, 1694, 1679, 1681, 1682, 1655, 1670, 1531, 1529, 1812, 1510, 1509, 1501, 1503, 1492, 1404, 1406, 1407, 1408, 1409, 1410, 1330, 1329, 1328, 1332, 1312, 1311, 1308, 1307 in village Daikhal.

- 4—1 line passes through Plot Nos. 1307, 1308, 1304, 1303, 1302, 1292, 1297, 1296, 1348, 1379, 2857, 1909, 1908, 1830, 1868, 1869, 1870, 1865, 1891, 2626, 2027, 2028, 2029, 2039, 2037, 2040, 2045, 2046, 1793, 2050, 1785, 1784, 1783 of village Daikhal.

SCHEDULE 'A'—(contd.)

Sub-Block-VII
All Right

Sl. No.	Name of village	Tahsil	District	Area	Remarks
1	Chohari	Sohagpur	Sahdol	113.00 Acres	Part
2	Kikripodi	Sohagpur	Sahdol	7.50 Acres	Part
TOTAL				120.50 Acres	(Approximately)

Plot Nos. to be acquired in village Chohari :—

405(P), 496 (P), 503(P), 504 (P), 505 (P), 506 to 508, 509 (P), 510 to 517, 518(P), 820(P), 868 (P), 873 (P), 877 (P), 878, 879, 880 (P), 889 (P), 890, 891, 892 (P), 893(P), 894 (P), 898 (P), 899 to 902, 903, 904 (P), 914 (P), 915 (P), 917 (P), 918 (P), 919 (P), 920 (P), 921 to 927, 928 (P), 929 (P), 930 (P), 933 (P), 934 (P), 935 (P), 936 to 940, 941 (P), 942 (P), 942 (P), 943 to 965, 966 (P), 967 to 975, 976 (P), 977 to 995, 996 (P), 997 (P), 998 (P), 999 (P), 1000 (P), 1001, 1002 (P), 1003 to 1067, 1068(P), 1069 to 1074, 1075 (P), 1076, 1077, 1078 (P), 1079 (P), 1080, 1081 (P), 1082 (P), 1087 (P), 1088 (P), 1089 (P), 1090, 1091, 1092 (P), 1093 (P), 1162 (P), 1167/3917, 1171 (P), 1172 (P), 1173 (P), 1174, 1175, 1176, 1177 (P), 1178, 1179, 1180 (P), 1181 to 1185, 1186 (P), 1197(P), 1198, 1199 (P), 1200 (P), 1201, 1202 to 1206, 1207 (P), 1208 (P), 1209 (P), 1210 (P), 1213 (P), 1214 to 1236, 1237 (P).

Plot Nos. to be acquired in village Kikripodi :—

968 (P), 969 (P), 1001(P) 1002 to 1007, 1008 (P), 1009 (P).

Boundary Description—

- 1—2 line passes through Plot Nos. 953, 957 of village Kikripodi and through Plot Nos. 405, 979, 978, 1000, 1002, 977, 978, 977, 976, 496, 503, 504, 505, 518, 942, 941, 914, 915, 917, 918, 919, 920, 904, 873, 877, 868, 820 of village Chohari.
- 2—3 line passes through Plot Nos. 820, 868, 880, 889, 894, 892, 893, 898, 929, 930, 928, 933, 934, 935, 1092, 1093, 1089, 1088 of village Chohari.
- 3—4 line passes through Plot Nos. 1038, 1087, 966, 1082, 1081, 1162, 1079, 1078, 1075, 3917, 1063, 1171, 1172, 1173, 1177, 1180, 1186, 1200, 1199, 1197, 1209, 1210, 1213, 1237, of village Chohari and again through Plot No. 1009 of village Kikripodi.
- 4—1 line passes through Plot Nos. 1009, 1008, 1001, 969, 968 of village Kikripodi

SCHEDULE 'B'

SOHAGPUR BLOCK-IV
(Kotma Block)

Drawing No. Rev/147/61

Dated 26-10-61.

(Showing lands where rights to mine, quarry, bore, dig and search for, win, work and carry away minerals to be acquired.

Sub-block-I
Mining Right.

Serial No.	Name of village	Tahsil	District	Area	Remarks
1	Keshra or Kesh-ratola	Sohagpur	Sahdol	19.50 Acres	Part
2	Badra.	Sohagpur	Sahdol	26.00 Acres	Part
TOTAL				45.50 Acres	(Approximately)

Plot Nos. to be acquired in village Keshratola :—

21 (Part) 26 (Part), 27 to 43, 44 (Part), 45 (Part) 46 (Part), 47 (Part) 48 (Part), 49 (Part) 50 (Part) 63 (Part), 76 (Part), 83 (Part), 84, 85, 86 (Part), 87 (Part) 88 to 93, 94, 95 to 101, 216 to 260, 262 to 264, 265, 267 and 293.

Plot Nos. to be acquired in village Badra :—

2357 (Part), 2358 (Part), 2359 (Part), 2364 (Part) 2365 (Part) 2366 to 2369, 2370 (Part), 2371, 2372, 2373 (Part) 2374 (Part), 2382 (Part) 2390 (Part) 2391 (Part) 2392 (Part), 2393 (Part), 2395, (Part) 2396, 2397 (Part) 2398 (Part) 2399 to 2417, 2418 (Part) 2419 (Part), 2420 (Part), 2512 (Part).

Boundary Description—

13—1 line passes along the Northern boundary of Railway.

1—2 line passes through Plot Nos. 2418 of village Badra.

2—3 line passes through Plot Nos. 2418, 2419, 2357, 2358, 2359, 2365, 2512, 2364, 2370, 2373, 2374, 2395, 2398, 2397, 2393, 2392, 2382, 2391, 2390, of village Badra, again through Plot Nos. 26, 21, 44, 45, 46, 47, 50, 49, 63, 87, 86 and 76 of village Keshratola.

3—13 line is the common boundary of Sub-block III and I.

SCHEDULE 'B'—(contd.)

SOHAGPUR BLOCK IV

Sub-Block-II
Mining Right

Drawing No. Rev/147/61.
Dated 26-10-61.

Serial No.	Name of village	Tahsil	District	Area	Remarks
1	Harad	Sohagpur	Sahdol	Acres 37.00	Part
TOTAL				37.00 (Approximately)	Acres

Plot Nos. to be acquired in village Harad :—

886 (Part), 930 (Part), 910/4 (Part) 911 (Part) 912 (Part) 915/2424 (Part), 913 (Part) 914 (Part), 915 (Part), 1321 (Part), 1322 to 1324, 1325 (Part) 1326, 1327 (Part), 1328 (Part), 1329 (Part), 1335 (Part), 1336 (Part), 1275 (Part) 1280 (Part), 1282 (Part) 1283 (Part), 1284 to 1293, 1296 to 1302, 1303 (Part), 1320 (Part), 1342/2425 1337 to 1346, 1380 (Part), 1379 (Part).

Boundary Description—

1—2 line passes through Plot Nos. 886, 914, 915, 2424, 1321, 1325, 1327, 1328, 1335, 1336, 1303 of village Harad.

2—3 line passes through Plot Nos. 1303, 1275, 1280, 1283, 1282, 1379, 1380 of village Harad up to Northern boundary of Railway.

3—4 line passes along the Part Northern boundary of Railway.

4—1 line passes through Plot Nos. 910/4, 911, 912, 913, 914, 903, 914, 866 of village Harad.

Sub-Block-V.
Mining Right

Serial No.	Name of village	Tahsil	District	Area	Remarks
1	Harad	Sohagpur	Sahdol	621.25 Acres	Part
TOTAL				621.25 Acres (Approximately)	

Plot Nos. to be acquired in village Harad :—

27 (Part), 263 (Part), 280 (Part), 281 (Part), 282 283 (Part) 284 (Part), 287 (Part), 288 to 325, 324 (Part), 326 327 (Part), 328 (Part) 329 (Part) 330 (Part), 331 (Part) 332 (Part), 348 (Part) 357 (Part) 362 (Part) 363 (Part), 364 (Part), 365, 366, 367, 368 (Part) 389 (Part) 390, 350/2418, 391 (Part), 392 (Part), 393 (Part) 395 (Part), 396 (Part), 397 (Part), 398 to 409, 410 (Part), 411 to 418, 419 (Part) 422 (Part), 423 to 428, 429 (Part), 430 (Part) 431 (Part) 433 (Part) 434 to 513, 2414 514 (Part) 515, 516 (Part), 517 to 532, 533 (Part) 534 (Part) 535 (Part) 598 (Part) 599 (Part), 600 (Part) 601 (Part) 605/2420 602 to 611 612 (P) 613 (P) 614 (P) 615 (P), 616 (P), 617 (P), 618 to 622 623 (P), 624 (P), 650(P), 676 (P), 677, 678 (P), 731 (P), 916 (P) 922 (P) 955 (P) 956, 957(P) 959 (P), 960 to 970 971 (P), 972 to 979, 980(P), 982(P), 983 to 988, 989 (P), 990 to 997, 998(P), 1016(P), 1017 (P), 1018 to 1029, 1030(P), 1031 (P) 1032 (P) 1033 (P) 1034 (P), 1035 (P) 1036, 1037 (P) 1044 (P), 1045 (P), 1046 (P), 1049 (P), 1050 to 1053, 1054 (P), 1055 (P), 1056 (P), 1057 1058, 1059(P) 1060(P), 1061 (P), 1062 to 1223 1224 (P) 1225 (P), 1226 (P) 1230(P) 1231 (P), 1232 to 1252-1253 (P), 1254 (P) 1255 to 1257, 1258 (P), 1261(P) 1262(P) 1263 (P), 1409(P), 1499 (P), 1502 (P) 1503 (P) 1504 (P), 1505 1506 (P) 1508 (P), 1509(P), 1510 to 1515, 1516 (P), 1518 (P), 1519, 1520 1521 (P) 1522 (P), 1523, 1524 (P), 1525 (P), 1527 (P) 1528(P), 1529(P), 1530 to 1606, 1605/2427, 1607 (P), 1608 to 1755, 1658/2426 1762 to 1884, 1895, 1903, 1905, 1906 to 1913, 1917 to 1924, 1943 2274/3 2416.

Boundary Description

1—2—3 line is the common boundary of sub-block IV and Sub-block V.

3—4 line passes through Plot Nos. 971, 1224 1226 1225, 1230, 1231, 1263, 1262, 1253, 1254, 1258 1409 1527, 1529, 1528, 1524 1525 1522 1521 1518, 1516, 1509, 1508, 1506, 1504 1502, 1503, 1499, 1607 of village Harad.

4—5 line passes along the Northern boundary of the Railway.

5—6—7 line passes through the Plot No 263 of village Harad.

6—9—7—8 line passes through Plot Nos. 263, 280, 281, 283, 284, 287, 332, 331, 330, 329 328, 327, 325, 348, 357, 362, 363, 364, 27, 368, 389, 391, 392, 393, 396, 397, 395 410, 419, 422, 431, 429, 430, 433 of village Harad.

8—1 line passes through the Plot Nos. 433, 731, 678 of village Harad.

[No. C2-22 (12)/59.]

S.O. 2974.—Whereas by the Notification of the Government of India, in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel), S. O. No. 2242 dated the 12th September, 1961, under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire certain lands and mining rights in the locality specified in the Schedule appended to that notification ;

And whereas no objection was made to the acquisition of the land, and mining rights in the locality aforesaid ;

And whereas the Central Government after consulting the Government of Madhya Pradesh, is satisfied that—

(a) the land measuring 692.19 acres described in Schedule 'A' appended hereto ; and

(b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land measuring 2775.63 acres described in Schedule 'B' are appended hereto ;

should be acquired ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 692.19 acre described in the said Schedule 'A' and the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the land measuring 2775.63 acres described in the said Schedule 'B' are hereby acquired.

The plan of the area covered by this notification may be inspected in the office of the Collector, Sahdol (MP), or in the office of the Coal Controller, I, Council House Street Calcutta, or in the office of the National Coal Development Corporation, Limited (Revenue Section) 'Darbhanga House', Ranchi.

SCHEDULE 'A'

SOHAGPUR BLOCK—V

Sub-Block I
All Right

(Cotma Block)

Drawing No. Rev/148/61
Showing lands to be
acquired

Serial No.	Name of village	Tahsil	District	Area	Remarks
1	Keshra or Kuscra-tola	Sohagpur	Sahdol	141.72	Part
2	Harad	Sohagpur	Sahdol	27.50	Part
3	Jamuni or Jamuna	Sohagpur	Sahdol	212.75	Part
4	Badra	Sohagpur	Sahdol	22.30	Part
5	Pasan	Sohagpur	Sahdol	287.92	Part
TOTAL				692.19 (Approximately)	

Plot Nos. to be acquired in village Kuseratola:—

110/3, 111, 112, 113, 114, 115, 116, 117(P), 118, 119(P), 121 (P), 122 (P), 123 (P), 124, 125, 126 (P), 127 (P), 128 (P), 129 (P), 130 (P), 131 to 146, 147(P), 148 to 171, 173, 181/2, 182, 183 to 209, 210/2, 211, 272/1, 273, 274, 275, 276, 279, 280, 281 to 291, 292 (P), 293/3, 294 to 304, 307 (P), 308, 309 (P), 310 (P), 312 (P), 327 (P), 332 (P), 333 (P), 335 (P), 446 (P), 447 (P), 448, 449, 450, 451, 452(P), 456(P), 457 (P), 458 (P), 459, 460, 461, 462 (P), 463 (P), 464 to 468, 469 (P), 481 (P), 485, 486, 487 (P), 488, 489 (P), 490, 491, 492 (P), 493 (P), 494, 495, 496 (P), 514 (P), 515 (P).

Plot Nos. to be acquired in village Harad:—

262/3 (P), 1889, 1890, 1891, 1892, 1902, 1914, 1916, 1926, 1927, 1928, 1929, 1930, 1931, 1932 (P), 1933, 1934 (P), 1936 (P), 1937, 1938, 1939, 1940, 1946, 1947, 1948 (P), 1949 (P), 1957 (P), 1958(P), 1959 (P), 1972 (P), 1973 (P), 1974 (P), 1975, 1976 (P), 1977 (P), 1985 (P), 2073 (P), 2269 (P), 2271 (P), 2272 (P), 2273, 2274, 2275, 2276(P), 2277, 2282, 2283 (P).

One unnumbered Plot (Part) surrounded by 1949, 1948, 1957, 1956, 1952, 1951, 1950.

Plots Nos. to be acquired in village Jamuna:—

33 (P), 34(P), 35 to 38, 39 (P), 40 to 50, 51 (P), 61 (P), 62 (P), 63 to 78, 79(P), 133(P), 154 (P), 155, 156, 157 (P), 158, 159, 160, 161, 162 (P), 164(P), 165(P), 493 (P), 497 (P), 498 (P), 499(P), 500(P), 514(P), 515(P), 516 to 528, 529(P), 530 to 593, 594(P), 595(P), 597(P), 598, 599, 600 (P), 601(P), 602 (P), 603 (P), 604 (P), 610(P), 611 (P), 625 (P), 626 (P), 627 (P), 628 to 636, 637(P), 638(P), 639, 640(P), 645 (P), 646 (P), 647(P), 662 (P), 663(P), 664(P), 665 (P), 1081 (P), 1098 (P).

Plot No. to be acquired in village Badra:—

Plot Nos. to be acquired in village Pasan:—

45 (P), 46 (P), 47 (P), 48 (P), 49, 50, 51(P), 52 (P), 86 (P), 87 to 96, 97(P), 98 to 110, 111(P), 112 to 116, 117(P), 121 (P), 122, 123(P), 124 to 142, 143(P), 144 (P), 147(P), 148(P), 149 to 191, 192 (P), 193 (P), 194 (P), 195 to 218, 219(P), 220 to 224, 225(P), 226(P), 227, 228(P), 237 (P), 238 (P), 243 (P), 244(P), 245 to 252, 253(P), 254(P), 255(P), 256(P), 260 (P), 261 (P), 262 (P), 263(P), 266 (P), 267(P), 268 (P), 269 (P), 270(P), 274(P), 301(P), 372 (P), 374(P), 375 (P), 383 (P), 384 (P), 385, 386 (P), 387(P), 388(P), 389, 390(P), 391(P), 398(P), 399(P), 402 (P), 406 (P), 490(P), 491 (P), 492 (P), 493 (P), 494, 495(P), 502(P), 503, 504, 505, 506 (P), 507(P), 570(P), 589(P), 590(P), 591(P), 595(P), 596 597 598 (P), 606(P), 1269(P), 1270(P), 1273(P), 1274(P), 1280 (P), 1281 (P), 1282(P), 1285(P), 1286(P), 1348(P).

Boundary Description—

BC line passes along the Southern boundary of the Railway.

CD/I-D line passes along the common boundary of Block II (Mining Right).

DEFG line passes through Plot Nos. 493, 492, 490, 491, 507, 506, 595, 591, 570, again 591, 510, 589, 606, again 589, 598, 502, 495, 383, 384, 375, 374, 372, 406, 1348, 228, 237, 238, 243, 217, again 243, 244, 256, 255, 253, 254, 123, 121, 111, 117, 260, 263, 301, 274, 269, 270, 1281, 1280, again 1281, 1285, 1269, 1274, 1273, 1270, again 1269, 1286, again 1285, 1282, again 1281, again 270, 268, 267, again 301, 266, again 263, again 262, 261, again 117, 97, 86, 51, 52, in village Pasan.

GII line passes through Plot No. 52 in village Pasan.

Plot Nos. 1018, 1081, 647, 646, 645, 640, 638, 637, 529, 662, 663, 664, 665, 515, 514, 500, 499, 407, 408, 403, 162, 164, 165, 157, 154, again 157, 133, along the Southern boundary of Plot Nos. 75, 78 and through Plot Nos. 79, 61, 62 and 51 in village Jamuna.

Plot Nos. 1972, 2073 in village Harad.

HB line passes through Plot Nos. 2073, 1972, in village Harad.

Plot Nos. 39, 33 and 34 in village Jamuna.

Plot Nos. 122, 123, 126, 127, 128, 129, 147, 130, 117, 121, 119 in village Kuseratola.

Again Plot Nos. 262/3, 1959, 1958, 1957, 1918 one un-numbered plot, 1949, 1936, 1934, 1932, 1973, 1974, 1976, 1977, 1985, 2269, 2271, 2272, 2276, 2283 in village Harad.

SCHEDULE 'B'

Drawing No. Rev/148/61
Dated 26-10-61

Sub-Block II

Mining Right

(Showing lands where rights to mine, quarry, bore, dig and search for win, work and carry away minerals to be acquired)

Serial No.	Name of village	Tahsil	District	Area	Remarks
				Acres	
1	Keshra or Kuseratola	Sohagpur	Sahdol	177.50	Part
2	Jamuni or Jamuna	Sohagpur	Sahdol	62.54	Part
3	Badra	Sohagpur	Sahdol	313.50	Part
4	Pakharia	Sohagpur	Sahdol	110.72	Part
5	Kalyanpur	Sohagpur	Sahdol	86.50	Part
6	Goida	Sohagpur	Sahdol	44.62	Part
7	Pasan	Sohagpur	Sahdol	538.60	Part
TOTAL				1333.98	(Approximately)

Plot Nos. to be acquired in village Kuseratola :—

292 (P), 305, 306, 307 (P), 309 (P), 310 (P), 312 (P), 317, 319, 320, 321, 322, 323, 324, 325, 326, 327 (P), 328, 329, 330, 331, 332 (P), 333 (P), 334, 335 (P), 336, 337 to 445, 446 (P), 447 (P), 452 (P), 453, 454, 455, 456 (P), 457 (P), 458 (P), 462 (P), 463 (P), 469 (P), 470 to 480, 481 (P), 482, 483 (P), 484 (P), 487 (P), 489 (P), 492 (P), 493 (P), 496 (P), 497, 498 to 513, 514 (P), 515 (P), 525.

Plot Nos. to be acquired in village Jamuna :—

594 (P), 595 (P), 596, 597 (P), 600 (P), 601 (P), 602 (P), 603 (P), 604 (P), 605, 606, 607, 608, 609, 610 (P), 611 (P), 612 to 624, 625 (P), 626 (P), 627 (P), 1098 (P).

Plot Nos. to be acquired in village Badra :—

1681/3, 2423/3, 2424/3, 2425/3, 2426 to 2446, 2447 (P).

Plot Nos. to be acquired in village Pakharia :—

325/3, 326, 327/3, 331/3, 332/3, 333, 334, 335.

Plot Nos. to be acquired in village Kalyanpur:—

299/3(P), 300, 301(P).

Plot Nos. to be acquired in village Goida :—

1, 2, 3(P), 7(P) & 8(P).

Plot Nos. to be acquired in village Pasan :—

1, 2, 3, 4, 5, 6, 7, 8(P), 34(P), 35(P), 36 to 44, 45(P), 46(P), 47(P), 48(P), 143 (P), 144 (P), 145, 146, 147(P), 148(P), 192 (P), 193(P), 194(P), 225(P), 226 (P), 386 (P), 387(P), 388(P), 390(P), 391(P), 392 to 397, 398(P), 399 (P), 400, 401, 402(P), 403, 404, 405, 406(P), 407 to 454, 455(P), 456 to 466, 467(P), 468(P), 469 to 478, 479 (P), 480, 481, 482 (P), 484(P), 487(P), 488(P), 493(P), 512 (P), 513(P), 514(P), 516(P), 1352, 1344(P).

Boundary Description —

CJ line passes along the Southern boundary of Railway.

JD line passes through Plot Nos. 299/3 and 301 in village Kalyanpur.

Plot Nos. 3, 7 and 8 in village Goida.

Plot Nos. 8, 35, 34, 516, 467, 468, 514, 512, 513, 482, 484, 479, 487, 488, 1344, 455 and 493 in village Pasan.

D-D/I line passes through Plot Nos. 493, 386, 402, 387, 388, 399, 398, 390, 391, 406, 226, 225, 194, 193, 192, 406, 148, 147, 144, 143, 144, 47, 46, 45 in village Pasan.

Plot No. 515 in village Kuseratola.

Plot No. 2447 in village Badra.

D/I—C line passes through Plot No. 515 in village Kuseratola.

Plot No. 48 in village Pasan.

Plot Nos. 625, 1098, 626, 627, 625, 594, 595, 597, 611, 610, 600, 601, 602, 603, 604 and again 603 in village Jamuna.

Plot Nos. 489, 492, 514, 493, 436, 487, 484, 483, 481, 469, 463, 462, 457, 456, again 457, 458, 452, 446, 447, 292, 335, 333, 332, 327, 307, 309, 310 and 312 in village Kuseratola.

Sub-Block III

Mining Right.

Serial No.	Name of village	Tahsil	District	Area	Remarks
1.	Jamuni or Jamuna	Sohagpur	Sahdol	Acres 369.25	Part
2.	Pasan	Sohagpur	Sahdol	930.80	Part
TOTAL				1300.05 (Approximately).	

Plot Nos. to be acquired in village Jamuna:—

188(P), 189(P), 190(P), 191, 192, 193, 194(P), 195(P), 196(P), 197 (P), 198 to 208, 209(P), 210(P), 211(P), 212 (P), 228(P), 229 to 236, 237(P), 238(P), 240(P), 241 to 244, 245 (P), 262 (P), 263 (P), 266(P), 267 to 273, 274 (P), 275(P), 276, 277, 278(P), 279(P), 280 to 282, 283(P), 285(P), 287(P), 293 (P), 294 to 298, 299(P), 300(P), 312 (P), 313 to 317, 318 (P), 319(P), 320 to 353, 354(P), 355 (P), 358(P), 371(P), 372 (P), 373 (P), 374 (P), 375 to 452, 453(P), 463(P), 464(P), 465(P), 466, 467(P), 468(P), 493(P), 651(P), 652, 653, 654, 655(P), 671(P), 673(P), 674, 675, 676(P), 677(P), 678(P), 679 to 693, 694(P), 695(P), 696(P), 703 (P), 704, 705 to 707, 708(P), 710(P), 711(P), 712 to 719, 720(P), 721 to 752, 753(P), 754 to 838, 839(P), 840, 841, 842(P), 843(P), 851(P), 852, 853(P), 854, 855, 856(P), 873(P), 875(P), 876 to 980, 981 (P), 982 (P), 983 to 991, 992(P), 993(P), 998(P), 1000(P), 1001(P), 1002(P), 1003 to 1006, 1007(P), 1008(P), 1009(P), 1033(P), 1035(P), 1041(P), 1042 to 1078, 1079(P), 1080(P), 1082(P), 1084(P), 1085(P), 1086 to 1096, 1097(P), 1098(P), 1099, 1100(P), 1101(P), 1104(P), 1105(P), 1107(P), 1108 to 1119, 1120(P), 1121 to 1239, 1240(P),

1241 (P), 1242, 1243(P), 1244 to 1247, 1248 (P), 1249(P), 1255(P), 1261(P), 1262(P), 1266(P), 1267 to 1285, 1286(P), 1287 to 1305, 1306(P), 1307 (P), 1308 (P), 1309, 1310, 1311 (P), 1315 (P), 1322 (P), 1324 (P), 1349(P), 1662, 1667, 1668, 1669, 1670, 1671.

Plot Nos. to be acquired in village Pasan:—

51(P), 52(P), 53, 54(P), 56(P), 57(P), 58(P), 59(P), 63(P), 64(P), 65, 66(P), 67, 68, 70(P), 71, 72, 73(P), 79(P), 80, 81, 82(P), 83, 84, 85, 86(P), 97(P), 111(P), 117(P), 118, 119, 120, 121(P), 123 (P), 219(P), 228(P), 229 to 236, 237(P), 238(P), 238 to 242, 243(P), 244 (P), 253(P), 254(P), 255(P), 256(P), 257 to 259, 260(P), 261(P), 262 (P), 263(P), 264, 265, 266(P), 267(P), 268(P), 269(P), 270(P), 271 to 273, 274(P), 275 to 300, 301(P), 302 to 371, 372 (P), 373, 374(P), 375(P), 376 to 382, 383(P), 384(P), 406(P), 495(P), 496 to 501, 502(P), 589(P), 598(P), 599, 600, 601(P), 602(P), 606(P), 633(P), 634(P), 635 to 637, 638(P), 639(P), 640, 641(P), 642, 644(P), 691(P), 692(P), 693(P), 694, 695(P), 696 to 722, 723(P), 724(P), 726(P), 727(P), 728(P), 729 to 732, 733(P), 734, 735(P), 739(P), 740 to 890, 891(P), 892, 893(P), 894 to 902, 913 (P), 924 (P), 926 (P), 927 to 929, 930(P), 932 (P), 933, 934 (P), 935(P), 937(P), 938(P), 1254(P), 1255(P), 1256(P), 1257(P), 1258 to 1268, 1269(P), 1270(P), 1271, 1272, 1273 (P), 1274(P), 1275, 1276, 1277(P), 1278, 1279, 1280(P), 1281(P), 1282(P), 1283, 1284 (P), 1285 (P), 1286(P), 1287, 1288, 1289(P), 1290(P), 1291, 1292, 1293 (P), 1294(P), 1295(P), 1308(P), 1309(P), 1310(P), 1311(P), 1313(P), 1314(P), 1332(P), 1333(P), 1334(P), 1336(P), 1337 (P), 1346, 1347, 1348(P), 1349, 1350, 1351, 1353, 1354, 1355, 1356, 1364.

Boundary Description—

GF line passes along the common boundary of Block-I.
(All right)

F—K. line passes through Plot Nos. 606, 601, 602, 634, 633, 638, 639, 641, 644, 695, 691, 692, 693, 723, 724, 728, 727, 726, 733, 735, 739, along the Western boundary of Plot No. 903 through 913, 893, 891, 924, 926, 930, 932, 934, 935, 937, 938, 1277, 1254, 1255, 1256, 1257, 1293, 1334 and 1336 in village Pasan.

K—K/r. line passes through Plot Nos. 1336, 1333, 1332, 1294, 1295, 1290, 1289, 1284, 1308, 1309, 1310, and again 1309, along the Eastern boundary of Plot Nos. 1283, and 265, through 82, 79, 73, 70 along South boundary of Plot No. 68, through 66, 64, 63, 59, 58, 57, 56, along the Eastern boundary of Plot No. 55 and through 54 in village Pasan.

Plot Nos. 1255, 1100, 1101, 1104, 1105 in village Jamuna.

K/I—L—M line passes through Plot Nos. 1105, 1107, 1120, 1240, 1241, 1101, 1243, 1249, 1248, 1266, 1262, 1261, 1349 in villages Jamuna.

Plot Nos. 1311, 1313, 1314 in village Pasan.

Again through Plot Nos. 1349, 1286, 1306, 1307, 1324, 1322, 1315, 1308, 1311, 1041, 1035, 1033, 981, 982, 993, 992, 998, 1001, 1000, 1002, 1009, 1008, 1007, 875, 873, 839, 843, 842, 851, 853, 856, 374, 373, 372, 371, 354, 355, 358, 319, 312, 299, 300, 293, 287, 278, 279, 285, 283, 262, 263, 275, 274, 266, 318, 245, 240, 238, 237 228 and 209 in village Jamuna.

MG line passes through Plot Nos. 209, 210, 211, 212, 189, 197, 196, 195, 194, again 189, 190, 188, 453, 463, 464, 465, 468, 467, 493, 753, 703, 708, 710, 711, 720, 696, 695, 694, 671, 677, 678, 676, 673, 655, 651, 1079, 1080, 1084, 1085, 1082, 1093, 1097 and again 1098, in village Jamuna, through Plot. No. 52 in village Pasan.

Sub-Block IV

Mining Right.

Serial No.	Name of village	Tahsil	District	Area	Remarks
1.	Keshra or Kuseratola	Sohagpur	Sahdol	24.45 Acres	Part
2.	Harad	Sohagpur	Sahdol	80.00 Acres	Part
3.	Jamuni or Jamuna	Sohagpur	Sahdol	37.15 Acres	Part
TOTAL				141.60 Acres	(Approximately)

Plot Nos. to be acquired in village Kuseratola:—

117 (P), 119(P), 120, 121(P), 122(P), 123(P), 126(P), 127(P), 128(P), 129(P), 130(P), 147(P).

Plot Nos. to be acquired in village Harad:—

262/3(P), 1932(P), 1934(P), 1935, 1936(P), 1948(P), 1949(P), 1950 to 1956, 1957(P), 1958(P), 1959(P), 1960 to 1971, 1972(P), 1973(P), 1974(P), 1976(P), 1977 (P), 1978 to 1984, 1985(P), 1986, 1987(P), 1988, 1989(P), 1990(P), 2030(P), 2031(P), 2032, 2033, 2034(P), 2035(P), 2051(P), 2052(P), 2073(P), 2258(P), 2259(P), 2260(P), 2263(P), 2264(P), 2265(A'), 2266, 2267, 2268, 2269(P), 2270(P), 2271(P), 2272(P), 2281, 2283(P), 2284(P), 2286(P), one un-numbered Plot (Part), surrounded by 1949, 1948, 1957, 1956, 1952, 1951, 1950.

Plot Nos. to be acquired in village Jamuna:—

1 to 32, 33(P), 34 (P), 39 (P).

Boundary Description—

BH line passes along the common boundary of Block-I (All right).

HA line passes through Plot Nos. 2073, 2052, 2051, 2034, 2035, 2031, 2030, 1987, 1989, 1990, 2263, 2265, 2264, 2260, 2270, 2259, 2258, 2276, 2284, 2286 in village Harad.

AB line passes along the Southern boundary of the Railway.

[No. C2-22(13)/59]

New Delhi, the 8th December 1961

S.O. 2975.— Whereas by the notification of the Government of India in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) S.O. 195 dated the 18th January, 1961 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule appended to that Notification ;

And whereas the competent authority in pursuance of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) has made his report to the Central Government ;

And whereas the Central Government after considering the report and after consulting the Government of Bihar is satisfied that—

(a) the lands measuring 337.17 acres described in Schedule 'A' appended hereto ; and

(b) the rights to mine, quarry, bore, dig and search for, win, work and carry away mineral⁸ in the lands measuring 2296.33 acres described in Schedule 'B' appended hereto

should be acquired ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 337.17 acres described in the said Schedule 'A' and the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 2296.33 acres described in the said Schedule 'B', are hereby acquired.

The plans of the areas covered by this Notification may be inspected in the office of the Deputy Commissioner, Hazaribagh or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the National Coal Development Corporation Ltd. (Revenue Section), Darbhanga House, Ranchi.

SCHEDULE 'A'

JHIRKI-MAHLIBANDH BLOCK

Plan No. Rev/144/61.

Dated 21-9-1961.

(Showing lands—acquired)

Sub-Block IV
All Right.

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1.	Kathara	Gomia	117	Hazaribagh	272.15	Part
2.	Borea	Gomia	115	Hazaribagh	4.25	Part
TOTAL					276.40 Acres	(Approximately)

Plot Nos. acquired in village Kathara :—

452(P), 453(P), 454(P), 789(P), 790(P), 798(P), 801(P), 802, 803, 804, 805(P), 806(P), 807, 808(P), 870(P), 873(P), 874, 875, 876, 877(P), 878(P), 879, 880(P), 881(P), 882, 883, 884(P), 885, 886(P), 887(P), 954(P), 959(P), 961(P), 980(P), 981(P), 982(P), 986(P), 988(P), 989(P), 990(P), 992, 993(P), 994 to 1004, 1005(P), 1006(P), 1007(P), 1008 to 1014, 1015(P), 1016 to 1028, 1029(P), 1036(P), 1048(P), and 1049.

Plot Nos. acquired in village Borea :—

887(P), 913(P), and 914(P).

Boundary Description :—

- 1—2 line passes through Plot Nos. 452, 453, 454, 806, 805, 798, 801, 790, 789, 1048, 982, 988, 986, 989, 993, 1006, 1007, 1005, in village Kathara and through Plot Nos. 914, 913, 887 in village Borea.
- 2—3 line passes through Plot No. 887 in village Borea (along the boundary of Jarangdih Colliery).
- 3—4—5 line passes along the village boundary of Borea and along the Central line of Nalla, which is the village boundary of Kathara.
- 5—6 line passes through Plot Nos. 1015, 1029, 1036, 981, 980, 961, 959, 982, 954, 887, 886, 884, 870, 878, 877, 873, 880, 881, 1048 and 808 in village Kathara.
- 6—1 line passes through Plot Nos. 808, 806, 453 and 452 in village Kathara.

*Sub-Block—IV-A.**All Rights.*

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1.	Kathara	Gomia	117	Hazaribagh	10.32	Part
TOTAL					10.32 Acres (Approximately)	

Plot Nos. acquired in village Kathara :—

975(P), 979(P), 980(P), 981(P), 1015(P), 1029(P), 1032(P), 1033(P), 1034(P), 1035(P), 1037(P), 1038(P), 1039(P), 1040, 1041, 1042, 1043(P) and 1044(P).

Boundary Description :—

- 7—8 line passes through Plot Nos. 981, 980, 1029, 1035 and 1015 in village Kathara.
- 8—8A line passes along the central line of Nalla, which is the boundary of Kathara Colliery.
- 8A—8B line passes through Plot No. 1015 in village Kathara.
- 8B—9 line passes along the Eastern Bank of Nalla in village Kathara.
- 9—10 line passes through Plot Nos. 1029, 1032, 1033, 1034, 1035, 1037, 1038, 1039, 1044, 1043, 979, 981 and 975 in village Kathara.
- 10—7 line passes through Plot No. 981 in village Kathara.

*Sub-Block—IV-B.**All Rights.*

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1.	Kathara	Gomia	117	Hazaribagh	45.65	Part
TOTAL					45.65 Acres (Approximately)	

Plot Nos. acquired in village Kathara :—

860, 861, 863(P), 864(P), 887(P), 895(P), 900(P), 901(P), 902(P), 903, 904 to 912, 913(P), 915(P), 916 to 925, 926(P), 927(P), 928(P), 929 to 949, 950(P), 952(P), 953(P), 962 (P), 963(P), 964(P), 965, to 973, 974(P), 975(P), 976(P), 977, 978(P) and 981(P).

Boundary Description :—

11—12 line passes through Plot Nos. 895 and 864 and along the Western boundary of Plot Nos. 861 and 860 in village Kathara.

12—13 line passes along the Western Bank of River Damodar upto Plot No. 978 in village Kathara.

13—14 line passes through Plot No. 978 in village Kathara.

14—11 line passes through Plot Nos. 978, 975, 976, 974, 981, 963, 962, 964, 950, 952, 953, 887, 928, 927, 926, 915, 913, 900, 901, 902, 863, 864, 895 in village Kathara.

*Sub-Block—IV-C.**All Rights.*

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1.	Kathara	Gomia	117	Hazaribagh	0.30	Part
		TOTAL			0.30	Acres (Approximately)

Plot Nos. acquired in village Kathara :—978(P) and 1043(P).

Boundary Description :—

15—16—17 line passes along the Western Bank of River Damodar in village Kathara.

17—15 line passes through Plot Nos. 1043 and 978 in village Kathara.

*Sub-Block—IV-D**All Rights.*

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1.	Kathara	Gomia	117	Hazaribagh	0.35	Part
		TOTAL AREA			0.35	Acres (Approximately)

Plot Nos. acquired in village Kathara :—

1043(P) and 1044(P).

Boundary Description :—

17—18 line passes along the Western Bank of River Damodar in village Kathara.

18—19 line passes through Plot Nos. 1044 and 1043 in village Kathara.

19—17 line passes through Plot No. 1043 in village Kathara.

*Sub-Block—IV-E**All Rights.*

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1.	Kathara	Gomia	117	Hazaribagh	4.15	Part
		TOTAL			4.15	Acres (Approximately)

Plot Nos. acquired in village Kathara :—

1015(P), 1029(P), 1030(P), 1031, 1032(P) and 1033(P).

Boundary Description :—

20—21 line passes along the western bank of River Damodar in village Kathara.

21—8A line passes along the centrelline of Nalla, which is the boundary of village Kathara.

8A—8B—22—20 line passes through Plot Nos. 1015, 1030, 1029, 1032 and 1033 in village Kathara.

SCHEDULE—'B'

*Sub-Block—I.
Mining Rights.*

Plan No. Rev./144/61
dated 21-9-1961.

(Showing lands where rights to mine, quarry, bore, dig and search, for, win, work and carry away minerals are acquired.)

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1.	Jhirki .	Gomia	120	Hazaribagh	499.60	Part.
2.	Palani .	Gomia	119	Hazaribagh	414.35	Part.
3.	Bandh .	Gomia	118	Hazaribagh	86.25	Part.
4.	Mahlibandh .	Gomia	113	Hazaribagh	510.00	Part.
5.	Bhurkundwa Tanr .	Gomia	114	Hazaribagh	108.25	Part.
6.	Borea .	Gomia	115	Hazaribagh	288.50	Part.
TOTAL .					1906.95 Acres (Approximately)	

Plot Nos. acquired in village Jhirki :—

1 to 103, 104(P), 105(P), 106, 107(P), 131(P), 132(P), 133(P), 134 to 205, 206(P), 207(P), 208, 210, 367(P), 368(P), 369, 370, 371, 372(P), 373(P), 374(P), 375(P), 376 to 391, 392(P), 393(P), 394, 395, 396(P), 397 to 456, 457(P), 458(P), 459(P), 460, 461(P), 464 to 1002, 1003(P), 1004, 1005(P), 1006(P), 1107(P), 1111(P), 1119(P), 1120(P), 1121(P), 1122 to 1129, 1130(P), 1132(P), 1133 to 1135, 1136(P), 1137, 1138, 1139(P), 1140(P), 1141(P), 1142 to 1156, 1157(P), 1158(P), 1160(P), 1161 to 1176, 1177(P), 1178(P), 1182(P), 1183(P), 1194(P), 1195 to 1264, 1265(P), 1266 to 1348, 1349(P), 1352(P), 1353(P), 1354(P), 1364(P), 1395, 1396 and 1397.

Plot Nos. acquired in village Palani:—

2 to 105, 106(P), 107(P), 108(P), 109(P), 110(P), 111(P), 112 to 138, 139(P), 140, 141(P), 142 to 443, 445 to 471, 472(P), 473 to 480, 481(P), 496(P), 511, 512, 513, 514(P), 515(P), 521 to 529.

Plot Nos. acquired in village Bandh:—

2 to 64, 65(P), 66(P), 67(P), 68, 69(P), 70 to 88, 89(P), 90 to 103, 104(P), 105(P), 122(P), 123(P), 124(P), 125(P), 153(P), 154(P), 163(P), 164, 165(P), 166, 167(P), 174(P), 175(P), 176(P), 177(P), 621(P), 622(P), 623 to 630, 631(P), 632 to 636, 637(P), 638(P), 639(P), 651(P), 654(P), 655(P), 656 to 658, 659(P), 775(P), 776(P), 777(P) and 778(P).

Plot Nos. acquired in village Mahlibandh :—

2 to 209, 210(P), 211 to 488, 490 to 922, 923(P), 924(P), 925(P), 930(P), 931, 932, 933(P), 934(P), 943(P), 944(P), 945 to 952, 953(P), 954(P), 955(P), 956 to 1000, 1001(P), 1002, 1003(P), 1004(P), 1005(P), 1006 to 1093, 1094(P), 1095, 1096(P), 1097, 1098, 1099, 1100, 1101(P), 1102(P), 1104(P), 1105, 1106, 1107(P), 1115(P), 1116(P), 1117 to 1187, 1188(P), 1189(P), 1190(P), 1191(P), 1192(P), 1261(P), 1262 to 1265, 1266(P), 1267(P), 1269(P), 1270(P), 1271, 1272, 1273(P), 1274(P), 1275(P), 1276(P), 1277 to 1338, 1339(P), 1341(P), 1342 to 1349, 1350(P), 1351 to 1362, 1363(P), 1364 to 1370, 1372 to 1376.

Plot Nos. acquired in village Bhurkundwa—Tanr :—

1 to 67, 68(P), 69 to 72, 73(P), 74(P), 75, 76, 77(P), 81(P), 82(P), 83 (P), 84, 85, 86, 87(P), 88(P), 89 to 334.

Plot Nos. acquired in village Borea :—

2 to 29, 30(P), 31 to 60, 61(P), 62(P), 63, 64, 65(P), 66, 67, 68(P), 69 to 221, 222(P), 229(P), 232(P), 233(P), 234, 235, 236(P), 237 to 251, 252(P), 253(P), 256(P), 257(P), 258 to 267, 268(P), 269 to 312, 313(P), 314 to 342, 348 to 361, 362(P), 363 to 365, 366(P), 367 to 390, 391(P), 392(P), 397(P), 398 to 401, 402(P), 403(P), 417(P), 418, 419, 420(P), 434(P), 436(P), 573(P), 574(P), 616(P), 621(P), 625 to 631, 639, 640, 676(P), 679 to 681, 682(P), 683(P), 684(P), 685(P), 686 to 689, 690(P), 691(P), 699(P), 700(P), 705(P), 706(P), 707(P), 708, 709, 713(P), 915 to 922.

Boundary Description :—

23—24 line passes along the Eastern Bank of River Bokaro and River Kunad, meeting the Western boundary of Jarangdih Colliery at point 24.

24—25 line passes through Plot Nos. 30, 222, 268, 233, 232, 236, 252, 253, 256, 257, 229, 436, 434, 420, 417, 391, 392, 397, 402, 403, 573, 366, 362, 574, 616, 621 in village Borea (which is also the Western boundary of Jarangdih Colliery).

25—26 line passes along the Southern boundary of Plot Nos. 302, 625, along the Eastern boundary of Plot Nos. 633, 637, along the Northern boundary of Plot Nos. 637, along the Eastern boundary of Plot Nos. 313, 347, 346, 345, 344, 343, along the northern boundary of Plot No. 343, along the western boundary of Plot Nos. 343, 344, through Plot No. 313, along the northern boundary of Plot No. 638, along the eastern and southern boundary of Plot No. 314, along the southern and western boundary of Plot No. 639 along the northern boundary of Plot No. 641, along the western boundary of Plot No. 307, through Plot Nos. 68, 65, 61, 62, 676, in village Borea, through Plot Nos. 77, 74, 73, 68, 83, 87, 88, 83, 82, 81 in village Bhurkudwatanr, through Plot Nos. 676, 682, 683, 684, 685, 691, 690, 699, 700, 705, 706, 707, 713, along the northern boundary of Plot No. 710, along the Eastern boundary of Plot No. 922, in village Borea through Plot No. 1363, along the northern boundary of Plot No. 1371, through Plot Nos. 1341, 1350, 1339, 1270, 1269, 1266, along the northern side of Road Plot No. 1268, through Plot No. 1267, along the Eastern boundary of Plot Nos. 1250, 1257, 1258, 1259, along the southern boundary of Plot No. 1261, along the Western boundary of Plot Nos. 1263, 1262 and through Plot Nos. 1261, 1270, 1273 in village Mahlibandh.

26—27 line passes through Plot Nos. 1273, 1274, 1275, 1276, 1192, 1191, 1188, 1189, 1190, 1191, 1116, 1115, along southern boundary of Plot No. 1123, through Plot Nos. 1107, 1104, 1102, 1101, along the Eastern, Southern and Western boundary of Plot No. 1097, through Plot No. 1096, along Eastern, Southern and Western boundary of Plot No. 1095, through Plot Nos. 1094, 1005, 1004, 1003, 1001, along the Southern boundary of Plot No. 1000, through Plot No. 955 in village Mahlibandh, through Plot Nos. 778, 777, 775, 776 in village Bandh, through Plot Nos. 954, 953, 943, 944, 934, 933, 930, 923, 924, 210, 925 in village Mahlibandh, through Plot Nos. 659, 654, 655, 651, 631, 638, 639, 637, along the Southern boundary of Plot No. 622, through Plot Nos. 621, 66, 65, 67, 69, 167, 165, 174, 175, 176, 177, 163, 89, 154, 153, 125, 124, 123, 122, 105, 104, in village Bandh and through Plot Nos. 496, 472, 481, 110, 141 in village Palani.

² 7—28 line passes through Plot Nos. 141, 139, 111, 110, 109, 108, 107, 106 along the Western boundary of Plot No. 510, through Plot Nos. 515, 514 in village Palani, through Plot Nos. 105, 107, 104, along the Western boundary of Plot No. 113, through Plot Nos. 133, 132, 131, 207, along the Eastern boundary of Plot No. 208, through Plot No. 206, along the eastern boundary of Plot No. 210, through Plot Nos. 375, 374, 373, 372, 368, 367, along the Eastern boundary of Plot No. 370, through Plot Nos. 392, 393, 396, along the Eastern boundary of Plot No. 455, through Plot Nos. 457, 458, 461, 1005, 1003, 1006, 1194, 1178, 1177, 1182, 1183, 1160, along the Eastern boundary of Plot No. 1203 and through Plot Nos. 1158, 1157, 1141, 1139, 1140, 1136, 1132, 1130, 1107, 1111, 1119, 1120, 1121, 1354, 1353, 1352, 1265, 1349, 1364 in village Jhirki meeting the Western Bank of River Damodar at point 28.

28—29 line passes along the Western Bank of River Damodar and along the South-Western boundary of village Jhirki.

29—23 line passes along the Western boundary of villages Jhirki and Palani.

*Sub-Block—II**Mining Rights*

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1.	Kathara	Gomia	177	Hazaribagh	215.68	Part
2.	Borea	Gomia	115	Hazaribagh	130.75	Part
TOTAL					346.43 Acres	(Approximately)

Plot Nos. acquired in village Kathara :—

54(P), 114 to 117, 119, to 137, 138(P), 143 to 146, 147(P), 150(P), 151(P), 165(P), 166(P), 167(P), 168 to 184, 185(P), 188(P), 189(P), 190(P), 191, 192(P), 193(P), 298(P), 299(P), 302(P), 303(P), 304(P), 449(P), 450, 451(P), 452(P), 453(P), 454(P), 455, 456, 457, 458(P), 459(P), 460(P), 463(P), 464(P), 465, 466(P), 467(P), 468 to 485, 486(P), 488(P), 489(P) 490, to 495, 496(P), 497(P), 498 to 546, 548 to 560, 572 to 788, 789(P), 790(P), 791 to 797, 798(P), 799, 800, 801(P), 805(P), 806(P), 982(P), 983 to 985, 986(P), 987, 988(P), 989(P), 993(P), 1005(P), 1006(P), 1007(P), and 1048(P).

Plot Nos. acquired in village Borea :—

68(P), 652(P), 658, 660(P), 661 to 668, 669(P), 670, 671, 674(P), 675(P), 676(P), 677(P), 678(P), 682(P), 683(P), 684(P), 691(P), 692 to 694, 695(P), 696(P), 697(P), 698, 699(P), 702, 703, 704, 705(P), 713(P), 714(P), 715(P), 716 to 733, 735 to 747, 748(P), 749 to 759, 760(P), 761(P), 762(P), 763 to 801, 803, 804, 805, 807 to 814, 815(P), 819(P), 820 to 839, 840(P), 841, 842, 843(P), 854(P), 887(P), 895(P), 896, 897(P), 898(P), 899(P), 902(P), 903 to 912, 913(P) and 914 (P).

Boundary Description :—

30—2 line passes through Plot Nos. 652, 815, 819, 843, 840, 854, 902, 899, 898, 897, 895, 913 and 887 in village Borea.

2—I—31 line passes through Plot Nos. 887, 913, 914 in village Borea and through Plot Nos. 1006, 1007, 1005, 993, 989, 986, 988, 982, 1048, 789, 790, 801, 798, 805, 806, 454, 453, 452, 451, 452, 449, 185, 189, 190, 188, 298, 304, 303 in village Kathara.

31—32—33—34—35—36—37—30 line passes through Plot Nos. 303, 304, 302, 298, 299, 192, 193, 54, 167, 166, 165, 150, 151, 165, 460, 459, 458, 463, 464, 466, 467, 488, 486, 489, 496, 497, 147, along the western boundary of Plot Nos. 146, 143, through Plot Nos. 138, 150, along the Southern Eastern boundary of Plot No. 123, along the Eastern Boundary of Plot Nos. 122, 118, 112, along northern boundary of Plot Nos. 114, 560, along the Western boundary of Plot No. 563, along the Western, Southern and Eastern boundary of Plot No. 547, along the Southern Eastern and Northern boundary of Road, Plot No. 565, along the Eastern boundary of Plot Nos. 570, 571 in village Kathara, through plot No. 748, along the northern boundary of Plot Nos. 748, 734, through Plot Nos. 715, 714, 713, 705, along the Western boundary of Plot No. 702, through Plot Nos. 699, 691, 684, 683, 682, 676, 678, 677, 695, 696, 697, 760, 762, 761 674, along the Western boundary of Plot Nos. 673, 672, along the Southern boundary of Plot Nos. 672, through Plot No. 676 along the Southern and Eastern boundary of Plot No. 672, through Plot Nos. 669, 675, 68, 660 along the Southern Boundary of Plot Nos. 659, 657, 656, 802 and meeting with the point 30 in village Borea.

Sub-Block—III

Mining Rights

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1.	Kathara	Gomia	117	Hazaribagh	42.95	Part
		TOTAL			42.95 Acres	(Approximately).

Plot Nos. acquired in village Kathara :—

4(P), 5(P), 6(P), 7(P), 8(P), 9, 10, 11, 12(P), 13(P), 27(P), 28(P), 29(P), 35(P), 37(P), 38, 39(P), 40, 41, 42, 43(P), 46(P), 47, 48(P), 49(P), 50 to 53, 54(P), 55 to 88, 89(P), 90, 91, 92, 93(P), 94, 95(P), 96 to 99, 100(P), 102(P), 103(P), 106(P), 150(P), 152(P), 153(P) 154 to 160, 161 (P), 162(P), 163(P), 164(P), 167(P), 192(P), 193(P), 194(P), 195, 196(P), 284(P), 288, 289(P), 294(P), 295(P), 296(P), 297, 298(P), 300, 301(P), 302(P), 307(P), 1047(P) and 1050(P).

Boundary Description :

38—39—40 line passes through Plot Nos. 307, 302, 301, 298, 192, 193, 54, 167, 164, 163, 162, 161, 150, 152, 153, 100, 102, 103, 106 in village Kathara.

40—41 line passes through Plot Nos. 106, 95, 93, 89, 7, 6, 8, 5, 4, 1047 then along the Western boundary of Plot No. 1047 and through Plot No. 12 in village Kathara.

I—42—38 line passes through Plot Nos. 12, 13, 28, 27, 29, 39, 37, 35, 43, 46, 48, 49, 194, 1050, 196, 284, along the Western Boundary of Plot No. 288 and through Plot Nos. 289, 296, 294, 295 and 307 in village Kathara.

S.O. 2976.—Whereas by the notification of the Government of India in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) S.O. 2324 dated the 20th September, 1960, under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule appended to that notification ;

And whereas the competent authority in pursuance of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) has made his report to the Central Government ;

And whereas the Central Government after considering the report and after consulting the Government of Bihar is satisfied that the land measuring 15·60 acres described in the Schedule appended here to should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 15·60 acres described in the said Schedule are hereby acquired.

The plan of the areas covered by this notification may be inspected in the office of the Deputy Commissioner, Hazaribagh (Bihar) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the National Coal Development Corporation Ltd., (Revenue Section), Darbhanga House, Ranchi.

SCHEDULE

(Dhori Block I)

Drawing No. Rev/112/61 (Showing lands acquired).

'All Rights'

SL. No.	Village	Thana	Thana No.	District	Area in acres	Remarks
1.	Dhori .	Nawadih	68	Hazaribagh	15·60 acres	Part
		TOTAL			15·60 Acres	(Approximately).

Plot No. acquired :—3233.

Boundary Description :—

AB line passes along the Northern boundary of River Damodar.

BC line passes along the Common boundary of Plot Nos. 3233 and 1390.

CD line passes along the central line of River Damodar.

DA line passes along the Common boundary of village Dhori and Phusro.

[No. C2-20(9)/60]

S.O. 2977.—Whereas by the notification of the Government of India in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) S.O. No. 2156 dated the 30th August, 1961 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule appended to that notification ;

And where as the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the report, and after consulting the Government of Bihar, is satisfied that :—

(a) the lands measuring 778·45 acres described in Schedule A appended hereto ; and

(b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 625·73 acres described in Schedule 'B' appended hereto should be acquired ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, it is hereby declared that the lands measuring 778·45 acres described in the said Schedule A and the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 625·73 acres described in the said Schedule B are hereby acquired.

The plans of the areas covered by this notification may be inspected in the office of the Deputy Commissioner, Dhanbad (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the National Coal Development Corporation Ltd., (Revenue Section), "Dharbhanga House", Ranchi.

SCHEDULE 'A'

Sub Block-I
'All Rights'

SUDAMDIH BLOCK

(Drag. No. Rev/149/61
showing lands acquired

Sl. No.	Village	Thana	Thana No.	District	Area in acres	Remarks
1. Sawardih	Jharia	161	Dhanbad	126.65	Part
2. Sutikdih	Jharia	163	Dhanbad	73.10	Part
3. Sudamdih	Jharia	164	Dhanbad	33.30	Part
TOTAL					233.05 Acres (Approximately)	

Plot Nos. acquired in village Sawardih :—

1 to 127, 154, 155, 156, 157, 158, 159, 160, 161, 162 and 163.

Plot Nos. acquired in village Sutikdih :—

1 to 115, 189, 190, 191, 192, 193 and 194.

Plot Nos. to be acquired in village Sudamdih :—1 to 9.

Boundary Description—

1—2 line passes along the Northern boundary of the villages Sawardih, Sutikdih and Sudamdih,

2—3 line passes along the Western boundary of the Railway (through village Sudamdih).

3—4 line passes along the Northern boundary of the Railway (through villages Sudamdih, Sutikdih and Sawardih).

4—1 line passes along the (Part) Western boundary of village Sawardih (along Nala).

Sub-Block-II

'All rights'

Sl. No.	Village	Thana	Thana No.	District	Area in acres	Remarks
1. Sawardih	Jharia	161	Dhanbad	115.25	part
2. Sutikdih	Jharia	163	Dhanbad	172.80	Part
3. Sudamdih	Jharia	164	Dhanbad	229.00	Part
TOTAL					517.05 Acres (Approximately)	

Plot Nos. acquired in village Sawardih :—

129 to 150, 152 and 153.

Plot Nos. acquired in village Sutikdih :—

118 to 188 and one un-numbered Plot surrounded by Plot Nos. 128, 129, 137 and 144.

Plot Nos. acquired in village Sudamdih :—

13 to 370, 372, 373, 374, 375, 376, 377, 380, 385 to 392 and one un-numbered Plot (Road) surrounded by Plot Nos. 13, 376, 27, 32, 33, 46, 53, 54, 56, 57, 58, 61 and 62.

Boundary Description—

5—6 line passes along the Southern boundary of the Railway through villages Sawardhi, Sutikdih, Sudamdih and through River Damodar.

6—6/1 line passes along the Western boundary of the Railway through village Sudamdih.

6/1—7 line passes along the Southern bank of River Damodar.

7—5 line passes along the (Part) Western boundary of village Sawardih.

Sub-Block-III

'All Rights'

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1	Sudamdih	Jharia	164	Dhanbad	4.75	Part
Total					4.75 Acres (Approximately)	

Plot No. acquired in village Sudamdih :—383.

Boundary Description—

8—9 line passes along the (Part) Northern boundary of village Sudamdih.

9—10 line passes along the (Part) Eastern boundary of village Sudamdih.

10—8 line passes along the Eastern boundary of the Railway (through village Sudamdih).

Sub-Block-IV

'All Rights'

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1	Sudamdih	Jharia	164	Dhanbad	23.60	Part.
Total					23.60 Acres (Approximately)	

Plot Nos. acquired in village Sudamdih :—371 and 382.

Boundary Description—

11—12 line passes along the (Part) Eastern boundary of village Sudamdih.

12—13 line passes along the (Part) Eastern boundary of village Sudamdih (through River Damodar).

13—14 line passes along the Southern bank of River Damodar.

14—14/1 line passes along the Eastern boundary of the Railway (through River Damodar).

14/1—11 line passes along the Eastern boundary of the Railway (through village Sudamdih).

SCHEDULE 'B'

Sub-Block-V

'Mining Rights'

Drg. No. Rev./149/61 dated 3-7-61.

(Showing the lands where rights to mine, quarry, bore, dig and search for, win, work and carry away minerals are acquired).

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1	Sawardih	Jharia	161	Dhanbad	15.75	Part
2	Sutikdih	"	163	"	16.70	"
3	Sudamdih	"	164	"	78.05	"
4	Gorigram	Chas	237	"	345.50	"
5	Chhtatanr	"	238	"	58.63	"
6	Bhoj-udih	"	239	"	111.10	"
Total					625.73 Acres (Approximately).	

Plot Nos. acquired in village Sawardih :—128 and 151.

Plot Nos. acquired in village Sutikdih :—116 and 117.

Plot Nos. acquired in village Sudamdih :—10, 11, 12, 378, 379, 381 and 384.

Plot Nos. acquired in village Gorigram :—1, 5 to 765, 1461 to 1829, 2414 to 2423, 2427 to 2431.

Plot Nos. acquired in village Chhatatanr :—800 to 905 and 1262.

Plot Nos. acquired in village Bhojudih : 1 to 141, 142(P), 143 to 154 155(P), 160(P), 220(P), 221(P), 222(P), 223 to 226, 227(P), 1274, 1275, 1277, 1278 and 1279.

Boundary Description :—

7—6/1 line passes along the Southern bank of River Damodar.

6/1—6 line passes along the Western boundary of the Railway (through village Sudamdih).

6—5 line passes along the Southern boundary of the Railway (through village Sudamdih, Sutikdih and Sawardih).

5—4 line passes along the (Part) Western boundary of village Sawardih (along Nala).

4—3 line passes along the Northern boundary of the Railway (through villages Sawardih, Sutikdih and Sudamdih).

3—2 line passes along the Western boundary of the Railway (through village Sudamdih).

2—8 line passes along the (Part) Northern boundary of village Sudamdih.

8—10 line passes along the Eastern boundary of the Railway (through village Sudamdih).

10—11 line passes along the (Part) Eastern boundary of village Sudamdih.

11—14/1 line passes along the Eastern boundary of the Railway (through village Sudamdih).

14/1—14 line passes along the Eastern boundary of the Railway (through village Sudamdih).

14—13 line passes along the Southern bank of River Damodar.

13—15 line passes through Plot Nos. 160, 155, 222, 221, 220 and 142 in village Bhojudih.

15—16 line passes through Plot Nos. 142, 227 in village Bhojudih along the Northern boundary of the Railway (through villages Bhojudih, Chhatatanr and Gorigram).

16—7 line passes along the (Part) Western boundary of village Gorigram.

[No. C2-20(12)/61]

S.O. —2978.—Whereas by the notification of the Government of India, in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) S.O. No. 573 dated the 14th March, 1961 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule appended to that notification.

And whereas no objection has been made to the acquisition of the land aforesaid;

And whereas the Central Government after consulting the Government of Bihar is satisfied that the rights to mine, quarry, bore, dig and search for, win, work and carry away mineral in the lands measuring 830·47 acres described in said Schedule and reproduced in the Schedule below should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 830·47 acres described in the Schedule are hereby acquired.

The plan of the area covered by this notification may be inspected in the office of the Deputy Commissioner, Hazaribagh (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the National Coal Development Corporation Ltd. (Revenue Section), Darbhanga House, Ranchi.

SCHEDULE
SOUTH BHURKUNDA BLOCK

Drawing No. REV/132/61.

(Showing lands where rights to mine, quarry, bore, dig and search for, win, work & carry away minerals are acquired).

'Mining Rights'

Sl. No.	Village	Thana	Thana No.	District	Area in Acres	Remarks
1	Balkudra	Ramgarh	26	Hazaribagh	3.50	Part
2	Kurse	Ramgarh	47	Hazaribagh	394.25	Part
3	Deoria Barganwa	Ramgarh	48	Hazaribagh	287.27	Part
4	Matkuma	Ramgarh	49	Hazaribagh	79.25	Part
5	Ladi	Ramgarh	53	Hazaribagh	66.20	Part
Total					830.47 Acres	(Approximately).

Plots acquired in village Ladi :—

1(P), 3(P), 4 to 14, 15(P).

Plots acquired in village Matkuma :—

1(P), 2 to 29, 30, 31, 32(P), 33(P), 38(P) 39(P), 40(P), 41 to 55, 56, 57(P), 73(P).

Plots acquired in village Deoria Barganwa :—

669 (P), 709 (P), 710(P), 711(P), 712 (P), 713 (P), 714 (P), 715, 716, 717, 718, 719 (P), 720 to 726, 7(P), 728 (P), 732 (P), 734(P), 735 to 765, 766(P), 767 (P), 769 (P), 770 (P), 771 to 843, 844 (P), 845, 846 (P), 847 to 864, 865 (P), 866 (P), 869 (P), 877 (P), 878 (P), 879 (P), 880 (P), 881 to 911, 912 (P), 913 to 923, 924 (P), 925 (P), 926 to 936, 937 (P), 1084 (P), 1087 (P), 1836 (P), 1837 to 1841, 1842 (P),

Plots acquired in village Kurse :—

4 (P), 5 (P), 6 to 62, 53 (P), 54 to 85, 86 (P), 87 (P), 88, 89 (P), 90, 91, 92, 93 (P), 94 (P), 95, 96 (P), 98, 99, 100, 101, 102 (P), 103 (P), 104 (P), 105 (P), 106 to 130, 131 (P), 138 (P), 139 (P), 140 to 146, 147 (P), 150 (P), 151, 152, 153 (P), 156 (P), 157 (P), 158 to 165, 166 (P), 170 (P), 171 (P), 173 (P), 174 to 186, 187 (P), 188 (P), 192 (P), 193 (P), 194 to 206, 207 (P), 210 (P), 211 to 245, 246(P), 247 (P), 248 (P), 264(P), 321 (P), 322 (P), 323 (P), 324 (P), 325 (P), 326, 327 328,(P), 330 (P), 945 (P).

Plots acquired in village Balkudra :—

1287(P), 1318(P).

Boundary Description :—

AB line passes through Plot No. 1287 in village Balkudra, through Plot Nos. 4, 5, 207 and 210 in village Kurse, through Plot Nos. 1836, 770, 769, 766, 767, 713, 714, 712, 719, 711, 710, 709, 727, 728, 734, 732, 669, in village Deoria Barganwa, through Plot No. 1 in village Matkuma and through Plot Nos. 1 and 3 in village Ladi.

BC line passes along the Central line of Karimati Nadi which is the common boundary of villages Ladi and Lapanga.

CD line passes along the Southern side of Plot No. 15 and through Plot No. 15 in village Ladi.

DE line passes through Plot Nos. 32, 33, 38, 39, 73, 40, 57, in village Matkuma, through Plot Nos. 924, 925, 937, 912, 877, 878, 879, 880, 869, 865, 866, 846, 1084, 844, 1087.

1842 in village Deoria Barganwa, through Plot Nos. 945, 248, 247, 246, 193, 192, 188, 187, 173, 171, 170, 166, 264, 156, 157, 153, 150, 147, 139, 138, 131, 105, 103, 104, 102, 96, 94, 93, 89, 53, 87, 86, 321, 322, 323, 324, 325, 328, common boundary of Plot Nos. 75 and 329, through Plot No. 330 in village Kurse and through Plot No. 1318 in village Balkudra.

EA line passes along the Western side of Kurse Nala.

[No. C2-20(4)/61.]

S.O. 2979.—Whereas by the notification of the Government of India, in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) S. O. 2323 dated the 20th September, 1960 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule appended to that notification;

And Whereas no objection has been made to the acquisition of the land aforesaid;

And Whereas the Central Government after consulting the Government of Bihar is satisfied that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals and in the lands measuring 1930.01 acres described in said Schedule and reproduced in the Schedule below should be acquired.

Now, Therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 1930.01 acres described in the Schedule are hereby acquired.

The plan of the area covered by this notification may be inspected in the office of the Deputy Commissioner Hazaribagh (Bihar) or in the office of the Coal Controller, 1-Council House Street, Calcutta or in the Office of the National Coal Development Corporation Ltd., (Revenue Section), Darbhanga House, Ranchi.

SCHEDULE

Drawing No. Rev./141/61 (Showing lands where rights to mine, quarry, bore, dig and search for win, work and carry away minerals are acquired)

CHALKARI BLOCK

'Mining Rights'

Sl. No.	Village	Thana	Thana No.	District	Area in acre	Remarks
1.	Jaridih	Nawadih	19	Hazaribagh	518.45	Part
2.	Chalkari	Peterbar	46	Hazaribagh	1411.56	acres Part
TOTAL					1930.01	(Approximately)

Plot Nos. acquired in village Jaridih :

855 (Part), 867(Part), 872(Part), 874 (Part), 876(Part), 877, 878(Part), 879, 880(Part), 881 (Part), 882, 883(Part), 884 (Part), 885, 886, 887(Part), 888, 889, 892(Part), 893(Part), 897(Part), 898(Part), 899 to 962, 963(Part), 964, 965(Part), 1107(Part), 1108, 1109, 1110(Part), 1111, 1112, 1113, 1114(Part), 1115 to 1138, 1139(Part), 1142 (Part), 1148(Part), 1152(Part), 1153(Part), 1154 to 1167, 1168 (Part), 1169 to 1198, 1199(Part), 1200(Part), 1231(Part), 1232(Part), 1233 (Part), 1240(Part), 1394(Part), 1396, 1397(Part), 1398, 1399, 1400(Part), 1401 to 1407, 1408(Part), 1409(Part), 1410(Part), 1412(Part), 1520(Part), 1529(Part), 1530, 1531(Part), 1532(Part), 1533 to 1585, 1586(Part), 1587(Part), 1604(Part), 1605(Part), 1736(Part), 1741(Part), 1792(Part), 1793(Part), 1794(Part), 1795 to 1809, 1810(Part), 1811 to 1878, 1879(Part), 1880(Part), 1881(Part), 1882(Part), 1883 to 1895, 1896(Part), 1897, 1898(Part), 1913(Part), 1914(Part), 1916(Part), 1917, 1918(Part), 1919, 1920, 1921(Part), 1922 to 1958, 1959(Part), 1974 Part), 1975(Part), 1976(Part), 1977(Part), 1978(Part), 1979(Part), 1980 to 2064, 2065(Part), 2066 to 2329.

Plot Nos. acquired in village Chalkari :—

1 to 1426, 1427(Part), 1431(Part), 1432 to 1434, 1435(Part), 1436 to 1443, 1444(Part), 1445 to 1539, 1540(Part), 1541(Part), 1542(Part), 1543 to 1546, 1547(Part), 1548 to 1558, 1559(Part), 1561(Part), 1562 to 1564, 1565 (Part), 1566(Part), 1567(Part), 1599 (Part), 1600 (Part), 1601 to 1604, 1606(Part), 1615(Part), 1620(Part), 1622(Part), 1623, 1624(Part), 1625(Part), 1626 to 1629, 1630(Part), 1631 to 1633, 1634 (Part), 1635(Part), 1636 to 1620, 1640(Part), 1641(Part), 1642 to 2381, 2382(Part), 2383 to 2400, 2401(Part), 2505 (Part), 2623(Part), 2624(Part), 2625 to 2630, 2631(Part), 2632 (Part), 2707(Part), 2708 to 2999, 3000 (Part), 3001, 3002(Part), 3007(Part), 3008 to 3081, 3082(Part), 3083 (Part), 3091(Part), 3092(Part), 3093(Part), 3094 (Part), 3124 (Part), 3120 (Part), 3125 (Part), 3127 (Part), 3128, 3129, 3130, 3131(Part), 3132 to 3134, 3135 (Part), 3136 (Part), 3138 (Part), 3139(Part), 3185(Part), 3186(Part), 3187 to 3189, 3190(Part), 3191, 3192, 3193(Part), 3201(Part), 3202, 3203(Part), 3204, 3205(Part), 3206 to 3238, 3239 (Part), 3240 to 3457, 3458(Part), 3459 to 3524, 3525 (Part), 3526(Part), 3527, 3528(Part), 3529 to 3549, 3550, 3551(Part), 3552 to 3555, 3556(Part), 3575(Part), 3576(Part), 3577(Part), 3581(Part), 3582 (Part), 3583(Part), 3584 to 3586, 3587(Part), 3589(Part), 3598(Part), 3600(Part), 3601, 3602(Part), 3603 (Part), 4149 (Part), 3604 (Part), 4150, 4153, 4154, 4156, 4157, 4155, 4158, 4159, 4160, 4161, 4162, 4165, 4167, 4168, 4175 and 4176.

Boundary Description

ABCD Line passes through Plot Nos. 2065, 1794, 1793, 1810, 1792, 1741, 1736, 1606, 1875, 1882, 1880, 1881, 1896, 1898, 1979, 1978, 1977, 1976, 1974, 1975, 1604, 1955, 1912, 1916, 1912, 1914, 1921, 1586, 1587, 1520, 1529, 1531, 1532, 1412, 1410, 1409, 1408, 1400, 1394, 1395, 1199, 1200, 1231, 1232, 1233, 1168, 1260, 1153, 1152, 1148, 1139, 1142, 1114, 1107, 1110, 965, 963, 897, 898, 893, 892, 887, 878, 874, 876, 872, 886, 881, 883, 884, 867, 855, of village Jaridih.

DE line passes along the common boundary of villages—Jaridih and Berro.

EFG line passes along the Central line of River Damodar.

GH line passes along the Bokaro Colliery's boundary (Central line of River Damodar).

H, HI, I, J, line passes along the Central line of River Damodar.

JK line passes along the Common boundary of villages Chalkari and Jhujko and along Southern boundary of Plot Nos. 1558, and 1559 of village Chalkari.

KL line passes through Plot Nos. 1559, 1561, 1565, 1566, 1567, 1547, 1542, 1541, 1540, 1444, 1431, 1435, 1427, 1599, 1600, 1606, 1622, 1624, 1620, 1625, 1625, 1630, and 1624 of village Chalkari.

LM line passes through Plot Nos. 1634, 1635, 1640, 1641, 2382 and 2401 of village Chalkari.

MN line passes through Plot Nos. 2401, 2505, 2623, 2624, 2631, 2632, 2707, 3082, 3083, 3091, 3093, 3092, 3007, 3002, 3000, 3239, 3124, 3125, 3127, 3131, 3139, 3138, 3136, 3135, 3203, 3201, 3205, 3193, 3190, 3186, 3185, 3458, 3551, 3556, 3575, 3576, 3604, 3602 and 3603 of village Chalkari.

NO line passes through Plot Nos. 2603, 3600, 3598, 3576, 3528, 3577, 3526, 3525, 3581, 3582, 3583, 3587, 3589 and 4149 of village Chalkari.

OPA line passes along the Central line of River Damodar.

[No. C2-20(10)/60]

New Delhi, the 11th December 1961

S. O. 2980.—Whereas by the Notification of the Government of India in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel), S.O. 24 dated the 22nd December, 1959 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in the lands measuring 26.40 Sq. miles in Block-I and 17.876 Sq. miles in Block-A-II in the locality specified in the Schedules appended to that Notification and re-produced in the Schedules I & II respectively appended hereto.

And whereas out of the said lands of Block A-II, by the Notification of the Government of India in the Department of Mines & Fuel (Ministry of Steel, Mines and Fuel), S.O. 2766 dated the 17th November, 1961, the Central Government made a declaration under sub-section (1) of section 9 of the said Act only in respect of the lands measuring 338 acres mentioned in the Schedule III appended hereto,

And whereas out of the remaining area of Block A-II, by the Notification of the Government of India in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel), S.O. 2762, dated the 13th November, 1961, the Central Government has given notice of its intention under sub-section (1) of section 7 of the said Act to acquire only lands measuring 91.20 acres mentioned in the Schedule IV appended hereto,

And whereas the Central Government is satisfied that coal is obtainable in the whole or any part of lands in Block I;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby specifies a further period of one year commencing from the 22nd December, 1961 as the period within which the Central Government may give notice of its intention to acquire 26.40 Sq. miles of Block-I only as reproduced in the Schedule I appended hereto, or any rights in or over the said lands.

SCHEDULE I

Drawing No. Rev/35/59.

BISHRAMPUR COALFIELD
Situation of the land (Block I)

Sl. No.	Villages	Thana	Thana No.	District	Area	Remarks
1.	Anrekha . . .	Jhilmilli Jayanagar and Pratap-nagar.	10	Surguja		Part.
2.	Ponri . . .	"	9	Surguja		Part.
3.	Marhatta . . .	"	6	Surguja		Part.
4.	Durti . . .	"	22	Surguja		Part.
5.	Senaanapara . . .	"	21	Surguja		Part.
6.	Jarahi . . .	"	20	Surguja		Part.
7.	Baraudhi . . .	"	16	Surguja		Full.

Sl. No.	Villages	Thana	Thana No.	District	Area	Remarks
		Jhilimili Jaya-nagar and Pratapnagar				
8.	Dugga	"	14	Surguja	26.40 Sq. miles	Full.
9.	Basahi	"	12	Surguja		Full.
10.	Bhutganwan	"	11	Surguja		Part.
11.	Baniyatikaure	"	10	Surguja		Part.
12.	Chungari	"	8	Surguja		Part.
13.	Telegunwan	"	13	Surguja		Full.
14.	Barpara	"	9	Surguja		Part.
15.	Bundiya	"	18	Surguja		Part.
16.	Dumariya	"	17	Surguja		Part.
17.	Dhorampur	"	28	Surguja		Part.
18.	Rajkishore Nagar	"	27	Surguja		Part.
19.	Lakshmiपुर	"	10	Surguja		Part.
20.	Kapsara	"	15	Surguja		Full.
21.	Reserved Forests	"	..	Surguja		Part.
Total area					26.40 Sq. miles.	

Boundary Description (Block-I) :—

AB line passes through the villages:—Bhutganwan - Anrekha.

BC line passes through the villages:—Anrekha, Parpi, Marhatta.

CD line passes through the village Marhatta and Durtri.

DB line passes through the villages Durti, Schnapur, Jarahi, Reserve forest, Dumariya, Dundiya, Dhorampur.

EF line passes through the villages:—Dhorampur, Rajkishorenagar, Lakshmiपुर, Barapara, Chungari.

FA Line passes through the village:—Chungari, Baniyatikaure.

SCHEDULE II

Situation of the land (Block-A-II)

Sl. No.	Village	Thana	Thana No.	District	Area	Remarks
1.	Kuruwan	Surajpur and Jayanagar	84	Surguja	17.876 sq. mile	Part.
2.	Baltikri	Surajpur and Jayanagar	91	Surguja		Part.
3.	Pachiro	Surajpur and Jayanagar.	90	Surguja		Part.
4.	Girwaganj	Surajpur and Jayanagar	88	Surguja		Part.
5.	Saraswatiपुर	"	18	Surguja		Part.
6.	Runiadih	"	17	Surguja		Part.
7.	Rampur	"	19	Surguja		Part.
8.	Ramnagar	"	20	Surguja		Part.
9.	Nayanpur	"	89	Surguja		Full.
10.	Keshwanagar	"	83	Surguja		Part.
11.	Goraknathpur	"	82	Surguja		Part.
12.	State Forest	"	..	Surguja		Full.
13.	Reserve Forest	"	..	Surguja		Full.
14.	Reserve Forest	"	..	Surguja		Part.
15.	Kumda	"	22	Surguja		Part.
16.	Gangikot	"	21	Surguja		Part.
17.	Sheonandanpur	"	81	Surguja		Part.

Sl. No.	Villages	Thana	Thana No.	District	Area	Remarks.
18.	Parbatipur . . .	Surajpur and Jayanagar	74	Surguja		Part.
19.	Karampur . . .	"	78	Surguja		Part.
20.	Birpur . . .	"	73	Surguja		Part.
21.	Balrampur. . .	"	79	Surguja		Part.
22.	Kaskela . . .	"	33	Surguja		Part.
23.	Kasalgiri . . .	"	72	Surguja		Part.
24.	Reserve Forest . . .	"	..	Surguja		Part.
25.	Satpata . . .	"	85	Surguja		Part.
26.	Kunjnagar. . .	"	86	Surguja		Part.
Total : . . .					17.876 Sq. miles (Approximately)	

Boundary Description :—

AB line passes through the Villages : Runladih, Rampur, Ramnagar, Reserve Forest, Kumda.

BC line passes through the villages Kunda, Gangikot, Goraknathpur, Keshwanagar and Sheonandanpur.

CD line passes through the Villages: Kunjnagar, Sheonandanpur, Satpatá, Keshwanagar, Kurban, Baltikri.

DA line passes through the Villages : Baltikri, Pachiro, Girwaganj, Saraswatipur, Runladih.

EF line passes through the village Kaskela.

FG line passes through the Villages :—Kaskela, Reserve Forest, Kasalgiri, Birpur, Parbatipur.

GH line passes through the village Parbatipur.

HE line passes through the villages:—Parbatipur, Karampur, Birpur, Kasalgiri, Balrampur, Reserve Forest and Village Kaskela.

SCHEDULE III
(RAMNAGAR BLOCK)

Drawing No. Rev./75/60.
(Showing the lands to be acquire d)

(All Rights)

Sl. No.	Village	Thana	Thana No.	District	Area	Remarks
1.	Ramnagar . . .	Jayanagar	20	Surguja	205.99 Acres	
2.	Goraknathpur . . .	Jayanagar	82	Surguja	118.18 Acres	
3.	Gangikot . . .	Jayanagar	21	Surguja	13.83 Acres	
Total . . .					338.00 Acres (Approximately).	

Plots to be aquired in Village Ramnagar :—

2536 (Part), 2537 (Part), 2538 (Part), 2539 (Part), 2540 (Part), 2542 (Part), 2541(Part) 2543[#]
2544 (Part) 2545 (Part), 2551 (Part), 2552 (Part), 2553 to 2635, 2636 (Part), 2646 (Part),
2647 (Part).

Plots to be aquired in village Gangikot :—

1 (Part), 2 (Part), 3 (Part).

Plots to be aquired in village Goraknathpur :—

6 (Part), 10 (Part), 11(Part), 16 (Part), 17 (Part), 18 (Part), 19 (Part), 20 to 31, 32 (Part),
33 (Part), 38 to 54, 55 (Part), 56, 57, 58, 59, 60 (Part), 61 (Part), 341, 342, 343, 344,
345 (Part), 346 (Part), 411.

Boundary Description

ABC line passes along the boundary of all right Block "Z" of Block "A" and II Bishrampur
CA line passes through the Plot Nos. 346, 345, 10, 6, 11, 19, 18, 17, 16, 61, 60 and 55
in village Goraknathpur.

1, 2, 3, of village Gangikot and 2647, 2646, 2636, 2536, 2537, 2539, 2540, 2538, 2541, 2542,
2544, 2545, 2552, 2551 of Ramnagar village.

SCHEDULE—IV

Drag. No. Rev/126/61.
Dated 6-6-1961.

BLOCK 'A'

(All Rights)

Sl. No.	Village	Thana	Thana No.	District	Area	Remarks
1.	Keshwanagar	Jayanagar	83	Surguja	32.20	Part.
2.	Goraknathpur	Jayanagar	82	Surguja	4.90	Part.
Total					37.10 Acres	(Approximately).

Plot Nos. to be acquired in village Keshwanagar

1023 (Part), 1033 (P), 1034 (Part), 1035 to 1042, 1043(P), 1044 (Part), 1045 (Part), 1046,
1047 (Part), 1048, 1049, 1050 (Part), 1056 (Part), 1057 (Part), 1058 (Part).

Plot Nos. to be acquired in village Goraknathpur:—

304 (Part), 389 (Part), 390 (Part), 392 (Part), 402 (Part), 403 (Part), 404 and 405.

Boundary Description:—

A-B line passes through Plot Nos. 1023, 1033, in village Keshwanagar and through Plot Nos.
304, 389, 390, 392, 403, 402 in village Goraknathpur.

B-C-D line is the common boundary of villages Satpata and Goraknathpur.

D-E line is the common boundary of village Satpata and Keshwanagar.

E-A line passes through Plot Nos. 1058, 1057, 1056, 1050, 1047, 1045, 1044, 1043
1034 and 1023.

SCHEDULE

Drag. No. Rev/126/61.
Dated 6-6-1961.

BLOCK 'B'

(All Rights)

Sl. No.	Village	Thana	Thana No.	District	Area	Remarks
1.	Siwanandanpur	Jayanagar	81	Surguja	54.10	Part.
Total :					54.10 Acres	(Approximately).

Plots Nos. to be acquired in village Siwanandanpur:—

94 (Part), 95 (Part), 96 (Part), 97 to 107, 108 (Part), 119 (Part), 149 (Part), 155 (Part), 171
(Part), 479, 481, 574 (Part), 603 and 604.

Boundary Description:—

F-G line passes through Plot Nos. 574, 96, 95, 94, 108, 119 and 108.

G-H line passes through Plot Nos. 108, 149, 155 and 171.

H-I line passes along the Northern boundary of Road consisting of Plot Nos. 478 and 482.

I-F line passes along the Common boundary of villages Satpata and Siwanandanpur.

CORRIGENDA

New Delhi, the 4th December 1961

S.O. 2981.—In the schedule to the Notification of the Government of India in the Ministry of Steel, Mines & Fuel (Department of Mines & Fuel) No. S.O. 2242 dated 12-9-61 published in part II Section 3 sub-section (ii) of the Gazette of India Extraordinary dated 13-9-61 :—

- (1) at page 1546 of the Gazette, under the heading "Plot Nos. to be acquired in village Kuseratola", for "271/1" read "272/1";
- (2) at page 1547 of the Gazette,—(a) under the heading "Boundary Description",—(i) under the sub-heading "GH line passes through Plot No. 52 in village Pasan", for "592" read "529"; (ii) under the sub-heading "HB lines passes through Plot Nos. in village Harad" for "263/3" read "262/3"; (b) in Schedule 'B', in column 5 against serial No. 3 of the tabular statement, for "333.50" read "313.50";
- (3) at page 1548 of the Gazette, under the heading "Boundary Description", under the sub-heading "D-1-C line passes through Plot Nos. 515 in village Kuseratola", omit "222" where it occurs for the first time, for "459" read "457" and for "222" where it occurs for the second time read "292";
- (4) at page 1549 of the Gazette,—(a) under the heading "Plot Nos. to be acquired in village Pasan", after Plot No. "86(P)" insert "97(P)" and for "247(P)" read "274(P)" (b) under the heading "Boundary Description",—(i) for "FX line" read K F line and for "624" read "634"; (ii) under the sub-heading "X-X/1 line passes through Plot Nos. in village Jamuna" for "1383" read "1283".

[No. F. C-22(12)/59]

S.O. 2982.—In the schedule to the notification of the Government of India in the Ministry of Steel, Mines & Fuel (Department of Mines & Fuel) No. S.O. 2243 dated 12-9-61 published in Part II Section 3 Sub-section (ii) of the Gazette of India Extraordinary dated 13-9-61 :—

- (1) at page 1552 of the Gazette,—(a) under the heading "Plot Nos. to be acquired in village Harad", for "834/2423" read "834/2423(P)", for "1948" read "1048" and for "1956(P)" read "1056(P)"; (b) under the heading "Boundary Description, 1-2 line passes through Plot Nos. in village Harad", for "1019" read "1016" and for "1954" read "1054"; (c) in Schedule A,—(i) for the heading "sub-block IV" read "sub-block VI"; (ii) under the heading "Plot Nos. to be acquired in village Daikhal", for "1591(P)" where it occurs for the first time read "1407(P)", for "2929(P)" read "2029(P)" for "2939(P)" read "2039(P)" and for "227 (P)" read "2027(P)";
- (2) at page 1553 of the Gazette,—(a) under the heading "Plot Nos. to be acquired in village Chohari", for "1078(P)" where it occurs for the first time, read "1068(P)" for "1082" read "1082(P)"; (b) under the heading "Boundary Description", and the sub-heading "3-4 lines passes through Plot Nos. in village Kikropodi" for "1174" read "1177";
- (3) at page 1554 of the Gazette, in Schedule B—(a) under the heading "Plot Nos. to be acquired in village Badra" for "2396(P)" read "2396"; (b) under the heading "Plot Nos. to be acquired in village Harad", for "910/4" read "910/4(P)" omit "1321(P)" and "1327(P)" where they occur for the second time, and omit "13336(P)"; (c) under the heading "Boundary Description", and the sub-heading "4-1 line passes through Plot Nos. in village Harad", for "910" read "910/4";
- (4) at page 1555 of the Gazette, under the heading "Plot Nos. to be acquired in village Harad", for "363(P)" read "263(P)", for "322(P)", read "332(P)", after "616(P)" insert "617 (P)", for "1337(P)" read "1037(P)", for "1505(P)" read "1505" and after "2724/3" insert "2416".

[No. F. C-22(13)/59.]

P.S. KRISHNAN,
Under Secy.